

**City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
June 8, 2005**

Mayor David Dermer
Vice-Mayor Luis R. Garcia, Jr.
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Saul Gross
Commissioner Jose Smith
Commissioner Richard L. Steinberg

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

REGULAR AGENDA

R2 - Competitive Bid Reports

- R2A Request For Approval To Award A Contract To Neighborhood Maintenance, Inc. And Florida Lawn Service, Inc., Pursuant To Invitation To Bid No. 08-04/05 For Landscape Maintenance Services For The Beachwalk, Boardwalk And Spoil Areas, In The Estimated Annual Amount Of \$275,804.
Joint City Commission And Redevelopment Agency (Page 246)
(Parks & Recreation)

R5 - Ordinances

- R5A An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," To Create Article VI, To Be Entitled "Sexual Offenders And Sexual Predators" And Creating Sections 70-400, Entitled "Findings And Intent," 70-401, Entitled "Definitions," 70-402, Entitled "Sexual Offender And Sexual Predator Residence Prohibition; Penalties; Exceptions," Providing For A Prohibition For Sexual Offenders And Sexual Predators Convicted Of Crimes Under Certain Florida Statutes From Living Within 2500 Feet Of Specified Locations Within The City Of Miami Beach And Creating Section 70-403, Entitled "Property Owners Prohibited From Renting Real Property To Certain Sexual Offenders And Sexual Predators; Penalties," Prohibiting Owners Of Real Property From Renting Or Leasing Any Place, Structure, Or Part Thereof, Trailer Or Other Conveyance Located Within 2500 Feet Of Specified Locations Within The City Of Miami Beach To Sexual Offenders And Sexual Predators Convicted Of Crimes Under Certain Florida Statutes; Providing For Codification, Repealer, Severability, And An Effective Date. **10:15 a.m. Third Reading, Second Public Hearing** (Page 252)
(Requested by Mayor David Dermer)
(Second Reading on May 18, 2005)
- R5B An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Thereof Entitled "Campaign Finance Reform" By Amending Code Sections 2-487 "Prohibited Campaign Contributions By Vendors," 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues," 2-489 "Prohibited Campaign Contributions By Real Estate Developers," And 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues," By Adding Language Providing That The 12 Month Period In Which A Prohibited Donor Of A Campaign Contribution Is Disqualified From Certain Specified Associations With The City Shall Commence Upon A Final Finding Of Violation, Or If Applicable, Upon Miami Beach City Commission Action On A Waiver Request, And Establishing Effects Of Waiver; Further Amending Code Section 2-487(B) By Providing For A Limited Waiver Of Existing Contracts; Providing For Repealer, Severability, Codification, And An Effective Date. **10:30 a.m. Second Reading, Public Hearing** (Page 258)
(Requested by Mayor David Dermer & Commissioner Jose Smith)
(First Reading on May 18, 2005)
- R5C An Ordinance Amending Ordinance No. 92-2813, The Defined Contribution Retirement Plan 401(A), By Amending The Provisions Of Section 1, Article 5, Subsection 5.03 Therein, To Increase The Maximum Monthly Retirement Disability Benefit To Reflect Annual Cost Of Living Increases; Providing For A Repealer, Severability, Codification, And An Effective Date. **10:35 p.m. Second Reading, Public Hearing** (Page 268)
(Human Resources)
(First Reading on May 18, 2005)
- R5D An Ordinance Amending Chapter 82, Article V, Division 1, Section 82-438 Of The City Code, Entitled "Prohibiting Wheeled Conveyances On Beachfront Promenade Boardwalk Except Those Required By The Handicapped," To Provide For Certain Exceptions To The Prohibition Of Wheeled Conveyances On The Boardwalk; Providing For Codification, Repealer, Severability, And An Effective Date. **10:40 a.m. Second Reading, Public Hearing** (Page 275)
(Police Department)
(First Reading on May 18, 2005)

R5 - Ordinances (Continued)**R5E Nonconforming Buildings**

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article IX, "Nonconformances," By Amending Section 118-395 To Clarify And Update Certain Terms And Descriptions, And To Provide More Defined Parameters For What Constitutes A Nonconforming Structure; By Amending Section 118-398 To Clarify And Update Certain Terms And Descriptions; By Amending Section 118-399 To Clarify And Update Certain Terms And Descriptions; By Amending Chapter 130, "Off Street Parking", Article VI, "Parking Credit System" By Amending Section 130-161, To Establish Revised Standards For Non-Conforming Structures; Providing For Repealer, Codification, Severability And An Effective Date. **10:45 a.m. Second Reading, Public Hearing** (Page 280)

(Planning Department)
(Continued from April 20, 2005)

R5F Pre-1942 Single Family Home Development Regulations

An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 142, "Zoning Districts And Regulations," Article II, "District Regulations," Division 2, "Single-Family Residential Districts," By Amending Section 142-108 To Revise The Requirements For New Development On Sites With Single Family Homes Constructed Prior To 1942; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading** (Page 295)

(Planning Department)

R5G An Ordinance Amending The Use Of Public Property Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 82, "Public Property," Article IV, "Uses In Public Rights Of Way," Division 2 "Temporary Obstructions" Section 82-151 (C) (4), To Apply An Alternative Permit Fee Based On Market Value Of Adjacent Properties Instead Of The Specified Fee From Appendix "A," If Public Works Department Determines That The Temporary Use, Closure Or Occupation Of The Right-Of-Way Will Disrupt, Hinder Or Impede Public Access Or Use Of The Right-Of-Way; Providing For Repealer, Codification, Severability And An Effective Date. **First Reading (Page 304)**

(Public Works)

R7 - Resolutions

- R7A A Resolution Following A Duly Noticed Preliminary Public Hearing Pursuant To City Code Section 118-705, Evaluating The Merits Of A Proposed La Gorce Island Neighborhood Conservation District, And Directing The Planning Department To Continue The NCD Designation Process. **5:01 p.m. Public Hearing** (Page 312)
(Planning Department)
- R7B Proposed Amendment To FY 2004-05 Electrowave Budget:
1. A Resolution Authorizing The Appropriation And Transfer Of \$230,045 From Fiscal Year (FY) 2003-04 Undesignated Parking Enterprise Fund Balance To The FY 2004-05 Electrowave Operating Budget; Subject To The Determination By The City Administration That The Parking Fund Has Met All Debt Covenants For FY 2003-04.
 2. A Resolution Authorizing The Appropriation Of \$34,564 In People's Transportation Plan (PTP) Funds And Approving And Authorizing An Amendment To The Fiscal Year (FY) 2004-05 Operating Budget For The Electrowave (EW) Shuttle Service, In The Amount Of \$264,609 To Fund The Additional Cost Of Operating An All-Electric Shuttle Service, In Lieu Of The Planned Six (6) Diesel And One (1) Electric Bus Service; Bringing The Total FY 2004-05 EW Operating Budget To \$2,323,544. (Page 325)
(Public Works)
- R7C A Resolution Approving A Local Agency Program (LAP) Agreement With The Florida Department Of Transportation (FDOT), Which Provides For The Transfer Of \$1,426,000 In Federal Grant Funding To The City For The Restoration And Enhancement Of The Collins Canal North Bank Seawall; And Authorizing The Appropriation Of \$713,000 From Undesignated Parking Enterprise Funds For Subsequent Reimbursement By FDOT. **Joint City Commission And Redevelopment Agency**
(Page 336)
(Public Works)
- R7D A Resolution Authorizing The Mayor And City Clerk To Execute A Professional Services Agreement With McMahon Associates, Inc., In The Amount Of \$76,015.00 For The Preparation Of A Conceptual Plan Report For The Sixteenth Street Operational Improvements/ Enhancement Project; Utilizing \$75,000 In Funds Appropriated For This Project By Resolution No. 2004-25589, Dated June 9, 2004; And Pursuant To Resolution No. 2005-25784, Dated January 27, 2005, Which Authorized Contract Negotiations; And Further Authorizing The Appropriation Of An Additional \$1,015 In Concurrency Mitigation/South Beach Funds To Cover The Negotiated Price. (Page 353)
(Public Works)
- R7E A Resolution Approving And Authorizing The Mayor And City Clerk To Execute An Interlocal Agreement Between Miami-Dade County And The City Of Miami Beach For The Provision Of A Bi-Directional Transit Circulator Route Service, To Be Known As "The Local"; Pursuant To Negotiations Finalized By The Administration, At City Commission Request. (Page 380)
(Public Works)

R9 - New Business and Commission Requests

- R9A Board And Committee Appointments. (Page 408)
(City Clerk's Office)
- R9A1 Nominate Mr. Matthew E. Krieger To The Zoning Board Of Adjustment. (Page 414)
(Requested by Vice-Mayor Luis R. Garcia, Jr.)
- R9A2 Appointment Of Seth Frolich To The Board Of Adjustment. (Page 418)
(Requested by Commissioner Simon Cruz)
- R9A3 Appointment To The Board Of Adjustment. (Page 420)
(City Clerk's Office)
- R9B(1) Dr. Stanley Sutnick Citizen's Forum. (1:30 p.m.) (Page 422)
R9B(2) Dr. Stanley Sutnick Citizen's Forum. (5:30 p.m.)
- R9C Discussion Regarding An Ordinance Amending The Land Development Regulations Of The Code Of The City Of Miami Beach, By Amending Chapter 118, "Administration And Review Procedures," Article IV, "Conditional Use Procedure," Section 118-197, "Review Of Conditional Uses," And Article X, "Historic Preservation," Section 118-537, "Rehearings And Appeals," To Amend The Procedures By Which Appeals Are Taken From Certain Decisions Of The City's Planning Board And Historic Preservation Board, By Providing That Appeals From Such Boards Be Taken First To The City Commission; Providing For Codification, Repealer, Severability And An Effective Date.
(Page 424)
(Requested by Commissioner Simon Cruz)
- R9D The Committee Of The Whole Will Meet During Lunch Break In The City Manager's Large Conference Room Regarding The Fiscal Year 2005/06 Proposed Operating Budget Request For The Office Of The Mayor And City Commission. (Page 430)
(Budget & Performance Improvement)
- R9E Discussion Regarding Memorial Day Weekend 2005. (Page 432)
(Requested by Vice-Mayor Luis R. Garcia, Jr. and Commissioner Simon Cruz)

R10 - City Attorney Reports**R10A Notice Of Attorney-Client Session (Page 435)**

Pursuant To Section 286.011(8), Florida Statutes, The City Attorney Hereby Advises The Mayor And City Commission That He Desires Advice Concerning The Following Pending Litigation:

City Of Miami Beach, Et. Al. V. Robbins, Joel, Et. Al., 11th Judicial Circuit Case Numbers 00-33110-CA-06; 01-29238-CA-06; 02-31177-CA-06; 02-31178-CA-06; And 04-26529-CA-25

Robbins, Joel, Et. Al. V. City Of Miami Beach, 11th Judicial Circuit Case Numbers 03-25503-CA-04 And 04-23474-CA-10

Therefore, A Private Attorney-Client Session Will Be Held During The Lunch Recess Of The City Commission Meeting On June 8, 2005 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Settlement Negotiations And/Or Strategy Related To Litigation Expenditures With Regard To The Above-Referenced Litigation. The Specific Time Period For And The Commencement Of The Attorney-Client Session Shall Be Announced By The Chair Of The Commission Meeting At The Opening Of The Attorney-Client Session. The Termination Of The Attorney-Client Session Shall Be Announced By The Chair Of The Commission Meeting At The Re-Opening Of The Commission Meeting After The Lunch Recess.

The Following Individuals Will Be In Attendance: Mayor David Dermer; Members Of The City Commission: Matti Herrera Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith And Richard L. Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Deputy City Attorney Don Papy, And Senior Assistant City Attorney Roberto Datorre.

R10B Notice Of Attorney-Client Session (Page 437)

Pursuant To Section 286.011(8), Florida Statutes, The City Attorney Hereby Advises The Mayor And City Commission That He Desires Advice Concerning The Following Pending Litigation:

Club Madonna, Inc. V. City Of Miami Beach U.S. District Court, Southern District Of Florida, Case No. 05-21213 CIV-MOORE

Ell-Gee, Inc., Club Madonna, And Leroy Griffith V. City Of Miami Beach, 11th Judicial Circuit Case No. 04-3023-CA23

Therefore, A Private Attorney-Client Session Will Be Held During The Lunch Recess Of The City Commission Meeting On June 8, 2005 In The City Manager's Large Conference Room, Fourth Floor, City Hall, To Discuss Settlement Negotiations And/Or Strategy Related To Litigation Expenditures With Regard To The Above-Referenced Litigation. The Specific Time Period For And The Commencement Of The Attorney-Client Session Shall Be Announced By The Chair Of The Commission Meeting At The Opening Of The Attorney-Client Session. The Termination Of The Attorney-Client Session Shall Be Announced By The Chair Of The Commission Meeting At The Re-Opening Of The Commission Meeting After The Lunch Recess.

The Following Individuals Will Be In Attendance: Mayor David Dermer; Members Of The City Commission: Matti Herrera Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith And Richard L. Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Deputy City Attorney Don Papy, First Assistant City Attorney Gary Held And Senior Assistant City Attorney Roberto Datorre.

Reports and Informational Items

- A City Attorney's Status Report. (Page 440)
(City Attorney's Office)

- B Status Report On The Rehabilitation Of The Existing Building And Construction Of The New Fire Station No. 2. (Page 444)
(Capital Improvement Projects)

- C Status Report On The Construction Of Fire Station No. 4. (Page 446)
(Capital Improvement Projects)

- D Informational Report To The Mayor And City Commission, On Federal, State, Miami-Dade County, U.S. Communities, And All Existing City Contracts For Renewal Or Extensions In The Next 180 Days. (Page 448)
(Procurement)

End of Regular Agenda

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



OFFICE OF THE CITY CLERK

HOW A PERSON MAY APPEAR BEFORE THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA

THE REGULARLY SCHEDULED MEETINGS OF THE CITY COMMISSION ARE ESTABLISHED BY RESOLUTION. SCHEDULED MEETING DATES ARE AVAILABLE ON THE CITY'S WEBSITE, DISPLAYED ON CHANNEL 20, AND ARE AVAILABLE IN THE CITY CLERK'S OFFICE. COMMISSION MEETINGS COMMENCE AT 9:00 AM. GENERALLY THE CITY COMMISSION IS IN RECESS DURING THE MONTH OF AUGUST.

1. DR. STANLEY SUTNICK CITIZENS' FORUM will be held during the first Commission meeting each month. The Forum will be split into two (2) sessions, 1:30 p.m and 5:30 p.m. Approximately thirty (30) minutes will be allocated per session for each of the subjects to be considered, with individuals being limited to no more than three (3) minutes. No appointment or advance notification is needed in order to speak to the Commission during this forum.
2. Prior to every Commission meeting, an Agenda and backup material are published by the Administration. Copies of the Agenda may be obtained at the City Clerk's Office on the Monday prior to the Commission regular meeting. The complete Agenda, including all backup material, is available for inspection the Monday and Tuesday prior to the Commission meeting at the City Clerk's Office and at the following Miami Beach Branch Libraries: Main, North Shore, and South Shore. The information is also available on the City's website which is - <http://ci.miami-beach.fl.us>.
3. Any person requesting placement of an item on the Agenda must provide a written statement with his/her complete address and telephone number to the Office of the City Manager, 1700 Convention Center Drive, 4th Floor, Miami Beach, FL 33139, briefly outlining the subject matter of the proposed presentation. In order to determine whether or not the request can be handled administratively, an appointment may be scheduled to discuss the matter with a member of the City Manager's staff. "Requests for Agenda Consideration" will not be placed on the Agenda until after Administrative staff review. Such review will ensure that the issue is germane to the City's business and has been addressed in sufficient detail so that the City Commission may be fully apprised. Such written requests must be received in the City Manager's Office no later than noon on Tuesday of the week prior to the scheduled Commission meeting to allow time for processing and inclusion in the Agenda package. Presenters will be allowed sufficient time, within the discretion of the Mayor, to make their presentations and will be limited to those subjects included in their written requests.
4. Once an Agenda for a Commission Meeting is published, persons wishing to speak on items listed on the Agenda may call or come to City Hall, Office of the City Clerk, 1700 Convention Center Drive, telephone 673-7411, before 5:00 p.m. on the Tuesday prior to the Commission meeting and give their name, the Agenda item to be discussed, and if known, the Agenda item number.
5. All persons who have been listed by the City Clerk to speak on the Agenda item in which they are specifically interested, and persons granted permission by the Mayor, with the approval of the City Commission, will be allowed sufficient time, within the discretion of the Mayor, to present their views. When there are scheduled public hearings on an Agenda item, IT IS NOT necessary to register at the City Clerk's Office in advance of the meeting. All persons wishing to speak at a public hearing may do so and will be allowed sufficient time, within the discretion of the Mayor, to present their views.
6. If a person wishes to address the Commission on an emergency matter, which is not listed on the agenda, there will be a period of fifteen minutes total allocated at the commencement of the Commission Meeting at 9:00 a.m. when the Mayor calls for additions to, deletions from, or corrections to the Agenda. The decision as to whether or not the matter will be heard, and when it will be heard, is at the discretion of the Mayor and the City Commission. On the presentation of an emergency matter, the speaker's remarks must be concise and related to a specific item. Each speaker will be limited to three minutes.

CITY OF MIAMI BEACH

2005 CITY COMMISSION AND REDEVELOPMENT AGENCY MEETINGS

Commission Meetings

"Alternate" Commission Meetings

January 12 (Wednesday)

February 2 (Wednesday)

February 23 (Wednesday)

March 16 (Wednesday)

April 20 (Wednesday)

May 18 (Wednesday)

May 25 (Wednesday)

June 8 (Wednesday)

July 6 (Wednesday)

July 27 (Wednesday)

September 7 (Wednesday)

September 14 (Wednesday)

October 19 (Wednesday)

October 26 (Wednesday)

November 2* (Wednesday)

November 16* (Wednesday)

December 7 (Wednesday)

December 14 (Wednesday)

* Election related items only.

The "alternate" City Commission meeting date have been reserved to give the Mayor and City Commission the flexibility to carry over a Commission Agenda item(s) to the "alternate" meeting date, if necessary. Any Agenda item(s) carried over will be posted on the City's website, aired on Government Channel 20, or you may call the City Clerk's at (305)673-7411.

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award a Contract to Neighborhood Maintenance, Inc. and Florida Lawn Service, Inc., Pursuant to Invitation to Bid No. 08-04/05 for Landscape Maintenance Services for the Beachwalk, Boardwalk and Spoil Areas, in the Estimated Annual Amount of \$275,804.

Issue:

Shall the City Commission Approve the Contract Award?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 08-04/05 (the "Bid") is to establish a contract, with a qualified vendor for the provision of landscape maintenance services in accordance with the bid specifications.

It is recommended that Neighborhood Maintenance, Inc. be awarded a contract for the Beachwalk and Boardwalk while Florida Lawn Service, Inc. is awarded a contract for the Spoil Areas.

The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding. The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year period on a year-to-year basis.

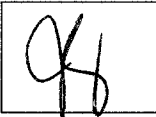
Neighborhood Maintenance Inc. was established in November 2003 as a Lawn/Landscape/Tree Service maintenance provider. Contractor will procure Performance Bond in the amount of \$100,000, (\$50,000 per location) and a Payment Bond in the amount of \$50,000 (\$25,000 per location) per year for the duration of the contract.

APPROVE THE AWARD OF CONTRACTS

Advisory Board Recommendation:

N/A

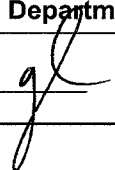
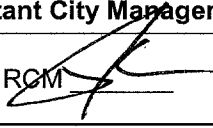
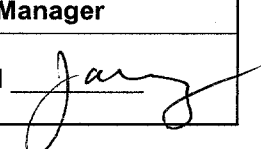
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$170,153	011.0940.000312	
	2	\$105,651	City Center RDA	
	3			
	4			
	Total	\$275,804		

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL  KS _____	RCM 	JGM 

AGENDA ITEM R2A
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO NEIGHBORHOOD MAINTENANCE, INC. AND FLORIDA LAWN SERVICE, INC., PURSUANT TO INVITATION TO BID NO. 08-04/05 FOR LANDSCAPE MAINTENANCE SERVICES FOR THE BEACHWALK, BOARDWALK AND SPOIL AREAS, IN THE ESTIMATED ANNUAL AMOUNT OF \$275,804**

ADMINISTRATION RECOMMENDATION:

Approve the Award.

BID AMOUNT AND FUNDING:

\$ 275,804 Funds are available from General Fund 011.0940.000312 in the amount of \$170,153; and from City Center RDA in the amount of 105,651.

ANALYSIS:

The purpose of Invitation to Bid No. 08-04/05 (the "Bid") is to establish a contract, with a qualified vendor for the provision of landscape maintenance services for the Beachwalk, (1400 – 2100 Collins Avenue) Boardwalk (2100 – 4600 Collins Avenue) and Spoil Areas (Citywide) in accordance with the bid specifications. In general the spoil area is the area west of the western edge of the dunes to the eastern edge of the coral rock wall. In areas where there is not a coral rock wall it is from the western edge of the dune to the next point of city owned property contiguous to the spoil area. Specifically locations were listed in the bid documents.

The Bid was issued on March 11, 2005 with an opening date of May 5, 2005. Bidnet issued bid notices to twenty (20) prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system to further increase vendor outreach. The notices resulted in the receipt of four (4) bids.

The maintenance period shall begin 10 days after receipt of a notice to proceed, and continue for a period of three (3) years, pending available funding. The City of Miami Beach has the option to renew the contract at its sole discretion for an additional two (2) year period on a year to year basis.

In the event the City of Miami Beach exercises its option to renew beyond the initial three (3) year contract, the contract prices and any other terms the city may choose to negotiate, will be reconsidered for adjustment 90 days prior to the renewal date due to increases or decreases in labor costs; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I as published by the U.S. Department of Labor.

Based on the analysis of the four (4) bids received, Everglades Environmental submitted the lowest bid for Item #2 – Boardwalk and Item #3 – Spoil Areas Citywide, however when asked if they would accept an award of a contract for those two areas only, they stated that their bid was an “All or Nothing” bid and would not accept under those conditions. Everglades’ bid was lower than other bidders since they did not include a price for the following items in their schedule of values: 1) Turf Mowing; 2) Grass Trimming and Edging; and 3) Turf Fertilization.

It is therefore recommended that the City Commission approve the award of a contract to Neighborhood Maintenance, Inc. for the Beachwalk and the Boardwalk and to Florida Lawn Service, Inc. for the Spoil Areas.

The Bid total for the two locations (**\$161,840** from Neighborhood) and the total for the one location (**\$73,890** from Florida Lawn) include 34 full service visits annually for each location. The project manager may, at his discretion authorize the Contractor to perform additional work, including, but not limited to, mowing, trimming, weeding, edging, litter pickup, repairs and replacements (“**landscape maintenance service type work under normal circumstances**”) when the need for such work arises. The Project Manager will request quote(s) from the contractor which may be negotiated as required to obtain a fair and reasonable price. Should negotiations be unsuccessful, the Project Manager may request quotes from other contractors for the additional work. Contingency funds in the amount of **\$40,074** (17% of contract amount) are available for additional work.

Neighborhood Maintenance Inc. was established in November 2003 as a Lawn/Landscape/Tree Service maintenance provider. Contractor will procure Performance Bond in the amount of \$100,000, (\$50,000 per location) and a Payment Bond in the amount of \$50,000 (\$25,000 per location) per year for the duration of the contract. The Procurement Division obtained favorable references from the following agencies:

- **Spec A Dream Home, Inc.:** “Work is performed on schedule and in a neat/professional manner. I would recommend this company.”
- **Poolscape Design, Inc.:** “They consistently provide us great landscaping service. We recommend them highly.”
- **Rodwins Paving:** “The quality of work is excellent and very professional. Very detailed oriented. Excellent Company to work with”.
- **Metro Construction Group:** “Their performance is excellent and very professional.

Florida Lawn has provided landscape maintenance services for the City of Miami Beach for several years. They will procure Performance Bond in the amount of \$50,000, (\$50,000 per location) and a Payment Bond in the amount of \$25,000 (\$25,000 per location) per year for the duration of the contract.

SERVICE EXCELLENCE STANDARDS: Excellent Customer Service is the standard of the City of Miami Beach. As contract employees of the City, these workers will be required to conduct themselves in a professional, courteous and ethical manner at all times and adhere to the City's Service Excellence standards.

CONCLUSION

Based on the analysis of the bids received, it is recommended that the City award the contract to **NEIGHBORHOOD MAINTENANCE, INC.** for the Beachwalk and Boardwalk locations and to Florida Lawn Services, Inc. for the Spoil Areas based on the lowest and best bid received for each location.

BID TABULATION:

See attached Bid Tabulation.

			EVERGLADES ENVIRONMENTAL		NEIGHBORHOOD MAINTENANCE, INC.		FLORIDA LAWN SERVICES, INC.		SUPEROR LANDSCAPING	
Item	Description	Qty	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$	Unit Price	Total \$
1	BEACHWALK (1400 – 2100 Collins Ave.)	34	\$3,638.58	\$123,712.00	\$2,655.88	\$90,300.00	\$1,585.00	\$111,000.00	\$4,787.41	\$162,772.00
2	BOARDWALK (2100 – 4600 Collins Ave.)	34	\$1,384.24	\$47,064.00	\$2,104.12	\$71,540.00	\$1,190.00	\$126,210.00	\$5261.35	\$178,886.00
3	SPOIL AREAS - CITYWIDE	34	\$1,262.82	\$42,936.00	\$2,851.76	\$96,960.00	\$790.00	\$73,890.00	\$11,905.67	\$404,793.00
	Base bid:			\$213,712.00		\$258,800.00		\$311,100.00		\$746,451.00
Percentage Discount allowed if awarded entire contract :										
	BEACHWALK (1400 – 2100 Collins Ave.)		0%	\$123,712.00	0%	\$90,300.00	1%	\$109,890.00	2%	\$159,516.56
	BOARDWALK (2100 – 4600 Collins Ave.)		0%	\$47,064.00	0%	\$71,540.00	1%	\$124,947.90	2%	\$175,308.28
	SPOIL AREAS - CITYWIDE		0%	\$42,936.00	0%	\$96,960.00	1%	\$73,151.10	2%	\$396,697.14
	Base Bid w/discount:		\$213,712.00		\$161840.00		\$73,890.00		\$731,522.00	
	17% Contingency Funds:				\$27,512.00		\$12,561.00			
	Total Award:				\$189,352.00		\$86,451.00			

NOTE: Everglades qualified their bid with an “all or none” offer, which was contrary to the Bid specifications. Additionally, Everglades omitted pricing from several schedule of value items that all bidders were required to submit pricing on.

OFFICE OF THE CITY ATTORNEY

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

MEMORANDUM

To: Mayor and City Commission

Date: June 8, 2005

From: Murray Dubbin, City Attorney *M. Dubbin*
Robert Datorre, Assistant City Attorney *RD*

Subject: Sex Offender Residence Prohibition Ordinance

Attached, please find the most recent version of the proposed ordinance relating to the residence prohibition for sex offenders. This Ordinance passed on First Reading at the March 18, 2005 Commission Meeting, and was advertised for a public hearing Final Reading for the June 8 Commission Meeting.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "MISCELLANEOUS OFFENSES," TO CREATE ARTICLE VI, TO BE ENTITLED "SEXUAL OFFENDERS AND SEXUAL PREDATORS" AND CREATING SECTIONS 70-400, ENTITLED "FINDINGS AND INTENT," 70-401, ENTITLED "DEFINITIONS," 70-402, ENTITLED "SEXUAL OFFENDER AND SEXUAL PREDATOR RESIDENCE PROHIBITION; PENALTIES; EXCEPTIONS," PROVIDING FOR A PROHIBITION FOR SEXUAL OFFENDERS AND SEXUAL PREDATORS CONVICTED OF CRIMES UNDER CERTAIN FLORIDA STATUTES FROM LIVING WITHIN 2500 FEET OF SPECIFIED LOCATIONS WITHIN THE CITY OF MIAMI BEACH AND CREATING SECTION 70-403, ENTITLED "PROPERTY OWNERS PROHIBITED FROM RENTING REAL PROPERTY TO CERTAIN SEXUAL OFFENDERS AND SEXUAL PREDATORS; PENALTIES," PROHIBITING OWNERS OF REAL PROPERTY FROM RENTING OR LEASING ANY PLACE, STRUCTURE, OR PART THEREOF, TRAILER OR OTHER CONVEYANCE LOCATED WITHIN 2500 FEET OF SPECIFIED LOCATIONS WITHIN THE CITY OF MIAMI BEACH TO SEXUAL OFFENDERS AND SEXUAL PREDATORS CONVICTED OF CRIMES UNDER CERTAIN FLORIDA STATUTES; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission of the City of Miami Beach are deeply concerned about the numerous recent occurrences in our state and elsewhere, whereby convicted sex offenders who have been released from custody repeat the unlawful acts for which they had originally been convicted; and,

WHEREAS, the Mayor and City Commission of the City of Miami Beach find from the evidence the recidivism rate for released sex offenders is alarmingly high, especially for those who commit their crimes on children; and,

WHEREAS, the City is becoming an increasingly attractive place of residence for younger families with small children; and,

WHEREAS, the Mayor and City Commission of the City of Miami Beach desire to

establish policy which provides the maximum protection of the lives and persons in the City of Miami Beach; and,

WHEREAS, §§794.065 and 947.1405, Fla. Stat., provide for one thousand (1000) foot residence prohibitions from specified location for certain sexual offenders and sexual predators; and,

WHEREAS, §847.0134, Fla. Stat., provides that certain adult entertainment venues may not be located within two thousand five hundred (2,500) feet of the real property that comprises a public or private elementary school, middle school, or secondary school; and,

WHEREAS, Article VIII, Section 2(b), Florida Constitution and §166.021, Fla. Stat., provide the City authority to protect the health, safety and welfare of its residents;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 70 of the Code of the City of Miami Beach entitled "Miscellaneous Offenses" be amended to read:

ARTICLE VI. SEXUAL OFFENDERS AND SEXUAL PREDATORS

Sec. 70-400. Findings and Intent.

- (a) Repeat sexual offenders, sexual offenders who use physical violence, and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their offenses, and most sexual offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.
- (b) It is the intent of this Article to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the City by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residence.

Sec. 70-401. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Permanent residence" means a place where the person abides, lodges, or resides for 14 or more consecutive days.

"Temporary residence" means a place where the person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of 4 or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sec. 70-402 Sexual Offender and Sexual Predator Residence Prohibition; Penalties; Exceptions.

- (a) It is unlawful for any person who has been convicted of a violation of §§794.011, 800.04, 827.071, or 847.0145, Fla. Stat., regardless of whether adjudication has been withheld, in which the victim of the offense was less than 16 years of age, to establish a permanent residence or temporary residence within 2500 feet of any school, designated public school bus stop, day care center, park, playground, or other place where children regularly congregate.
- (b) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, designated public school bus stop, day care center, park, playground, or other place where children regularly congregate.
- (c) Penalties. A person who violates this section shall be punished by a fine not exceeding \$500.00 or by imprisonment for a term not exceeding 60 days, or by both such fine and imprisonment; for a second or subsequent conviction of a violation of this section, such person shall be punished by a fine not to exceed \$1,000.00 or imprisonment in the county jail not more than 12 months, or by both such fine and imprisonment.
- (d) Exceptions. A person residing within 2500 feet of any school, designated public school bus stop, day care center, park, playground, or other place where children regularly congregate does not commit a violation of this section if any of the following apply:

 - (i) The person established the permanent residence or temporary residence and reported and registered the residence pursuant to §§ 775.21, 943.0435 or 944.607, Fla. Stat., prior to July 1, 2005.
 - (ii) The person was a minor when he/she committed the offense and was not convicted as an adult.
 - (iii) The person is a minor.
 - (iv) The school, designated public school bus stop or day care center within 2500 feet of the persons permanent residence was opened after the person established the

permanent residence or temporary residence and reported and registered the residence pursuant to §§ 775.21, 943.0435 or 944.607, Fla. Stat.

Sec. 70-403. Property Owners Prohibited from Renting Real Property to Certain Sexual Offenders and Sexual Predators; Penalties.

- (a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence of temporary residence pursuant to s. 70-402 of this Code, if such place, structure, or part thereof, trailer or other conveyance, is located within two thousand five hundred (2500) feet of any school, designated public school bus stop, day care center, park, playground, or other place where children regularly congregate.
- (b) A property owner's failure to comply with provisions of this section shall constitute a violation of this section, and shall subject the property owner to the code enforcement provisions and procedures as provided in chapter 30 of this Code, including the provisions of chapter 30 that allow the city to seek relief as otherwise provided by law.

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, subsection or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect on the _____ day of _____, 2005.

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION:

M. K. O'Connell
City Attorney (PJD)

6-2-05
Date

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CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, June 8, 2005**, to consider the following:

10:15 A.M.

An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," To Create Article VI, To Be Entitled "Sexual Offenders And Sexual Predators" And Creating Sections 70-400, Entitled "Findings And Intent," 70-401, Entitled "Definitions," 70-402, Entitled "Sexual Offender And Sexual Predator Residence Prohibition; Penalties; Exceptions," Providing For A Prohibition For Sexual Offenders And Sexual Predators Convicted Of Crimes Under Certain Florida Statutes From Living Within 2500 Feet Of Specified Locations Within The City Of Miami Beach And Creating Section 70-403, Entitled "Property Owners Prohibited From Renting Real Property To Certain Sexual Offenders And Sexual Predators; Penalties," Prohibiting Owners Of Real Property From Renting Or Leasing Any Place, Structure, Or Part Thereof, Trailer Or Other Conveyance Located Within 2500 Feet Of Specified Locations.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

10:30 A.M.

An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Thereof Entitled "Campaign Finance Reform" By Amending Code Sections 2-487 "Prohibited Campaign Contributions By Vendors", 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues", 2-489 "Prohibited Campaign Contributions By Real Estate Developers", And 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Adding Language Providing That The 12 Month Period In Which A Prohibited Donor Of A Campaign Contribution Is Disqualified From Certain Specified Associations With The City Shall Commence Upon A Final Finding Of Violation, Or If Applicable, Upon Miami Beach City Commission Action On A Waiver Request, And Establishing Effects Of Waiver; Further Amending Code Section 2-487(B).

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

10:35 A.M.

An Ordinance Amending Ordinance No. 92-2813, The Defined Contribution Retirement Plan 401(A), By Amending The Provisions Of Section 1, Article 5, Subsection 5.03 To Increase The Maximum Monthly Retirement Disability Benefit To Reflect Annual Cost Of Living Increases.

Inquiries may be directed to the Human Resources Department at (305) 673-7520

10:40 A.M.

An Ordinance Amending Chapter 82, Article V, Division 1, Section 82-438 Of The City Code, Entitled "Prohibiting Wheeled Conveyances On Beachfront Promenade Boardwalk Except Those Required By The Handicapped," To Provide For Certain Exceptions To The Prohibition Of Wheeled Conveyances On The Boardwalk.

Inquiries may be directed to the Police Department at (305) 673-7925

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

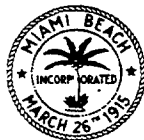
Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 604-2480 (voice) / (305) 673-7218 (TTY) five days in advance to initiate your request. TTY

City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

TO: Mayor David Dermer
Members of the City Commission

DATE: June 8, 2005

FROM: Murray H. Dubbin *MHD*
City Attorney

SUBJECT: **Second Reading:** Legislation Amending City Code Chapter 2, Sections 2-487, 2-488, 2-489 and 2-490 governing "Campaign Finance Reform".

Miami Beach City Code Chapter 2, Article VII, Division 5 thereof entitled "Campaign Finance Reform" establishes City law regarding prohibited campaign contributions by vendors (Code section 2-487), lobbyists on procurement issues (Code section 2-488), real estate developers (Code section 2-489), and lobbyists on real estate development issues (Code section 2-490). Each of these code sections provide that a **"...person or entity who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor [or real estate developer, or lobbyist on a procurement matter, or real estate development matter]"**.

An assessment of the past two City General Election cycles reveals that complaints alleging violations by prohibited donors of the City's Campaign Finance laws are not filed until well after the subject 12 month disqualification period has begun to run—accordingly, given the amount of time necessary to resolve such a complaint, the violator's penalty is usually much less than the intended 12 month period. Accordingly, the proposed amendments as requested by Mayor Dermer and Commissioner Smith suggest that the 12 month disqualification period for prohibited donors commence upon a final order of violation, or from action by the City Commission on a waiver request in the event a waiver of the violation is sought.

Also proposed is language concerning the effect of a waiver request on the disqualification of a City vendor. Finally, in those situations in which a waiver has been denied on an existing contract, but due to the health safety and welfare of the citizens, temporary continuation of said contract is necessary in order to find a replacement vendor, a "Limited Waiver" is proposed as an amendment to Code section 2-487.

On May 18, 2005, the above issues were approved by the City Commission, and the measures were passed on first reading—these matters are now being presented to the City Commission on this second reading, with public hearing afforded.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING MIAMI BEACH CITY CODE CHAPTER 2, ARTICLE VII, DIVISION 5 THEREOF ENTITLED "CAMPAIGN FINANCE REFORM" BY AMENDING CODE SECTIONS 2-487 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY VENDORS", 2-488 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES", 2-489 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY REAL ESTATE DEVELOPERS", AND 2-490 "PROHIBITED CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON REAL ESTATE DEVELOPMENT ISSUES", BY ADDING LANGUAGE PROVIDING THAT THE 12 MONTH PERIOD IN WHICH A PROHIBITED DONOR OF A CAMPAIGN CONTRIBUTION IS DISQUALIFIED FROM CERTAIN SPECIFIED ASSOCIATIONS WITH THE CITY SHALL COMMENCE UPON A FINAL FINDING OF VIOLATION, OR IF APPLICABLE, UPON MIAMI BEACH CITY COMMISSION ACTION ON A WAIVER REQUEST, AND ESTABLISHING EFFECTS OF WAIVER; FURTHER AMENDING CODE SECTION 2-487(B) BY PROVIDING FOR A LIMITED WAIVER OF EXISTING CONTRACTS; PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Miami Beach City Code section 2-487 entitled "Prohibited Campaign Contributions by Vendors", sections A(3) and B thereof are hereby amended to read as follows:

Sec. 2-487. Prohibited Campaign Contributions by Vendors.

A. General

* * *

(3) (a) 1. A person or entity other than a vendor who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the city.

2. i) A vendor who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified from serving as a vendor with the city for a period of 12 months from a final finding of violation, or from action on a waiver request by the Miami Beach City Commission (per subsection B herein below) in the event a waiver of said violation is sought.

ii) In the event such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the city as to all other vendor projects for the stated 12 month period. In the event such waiver request is denied for a particular transaction, the 12 month disqualification period shall apply to both the particular transaction which was the subject of the waiver request, as well as all other vendor projects during that 12 month period.

(b) For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a donor/vendor's existing contract with the city, subject to the waiver provisions of subsections B(I)(4) and B(II) herein; and

2. Disqualification of a donor's response to solicitation requests for prospective vendor contracts with the city, subject to the waiver provisions of subsections B(I)(1)(2) and (3) herein.

* * *

B. Conditions for Waiver of Prohibition

I. Conditions for Waiver.

The requirements of this section may be waived by a five-sevenths vote for a particular transaction by city commission vote after public hearing upon finding that:

(1) The goods, equipment or services to be involved in the proposed transaction are unique and the city cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or

(2) The business entity involved in the proposed transaction is the sole source of supply as determined by the city's procurement director in accordance with procedures established in subsection 2-367(c) of this Code; or

(3) An emergency contract (as authorized by the city manager pursuant to section 2-396 of this Code) must be made in order to protect the health, safety or welfare of the citizens of the city, as determined by a five-sevenths vote of the city commission; or

(4) A contract for the provision of goods, equipment or services exists which, if terminated by the city, would be adverse to the best economic interests of the city.

II. Conditions for Limited Waiver.

Notwithstanding the denial by the city commission of a waiver request regarding an existing contract per B(I)(4) above, upon a 5/7ths vote of the city commission at a public hearing, a Limited Waiver may be granted on an existing contract upon a finding that in order to protect the health, safety and welfare of the citizens of the city, continuation of said contract for a limited period of time (not to exceed 6 months) is necessary in order for the city to obtain a replacement vendor.

III. Full Disclosure.

Any grant of waiver by the city commission must be supported with a full disclosure of the subject campaign contribution.

* * *

SECTION 2. That Miami Beach City Code section 2-488 entitled "Prohibited Campaign Contributions by Lobbyists on Procurements Issues", subsection (2) thereof, is hereby amended to read as follows:

Sec. 2-488. Prohibited Campaign Contributions by Lobbyists on Procurement Issues.

* * *

- (2) (a) A person other than a lobbyist on a procurement issue as set forth in (1) above, who directly or indirectly solicits for or makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from lobbying the city commission in connection with a present or pending bid for goods, equipment or services or on a present or pending award for goods, equipment or services.

(b) A lobbyist on a procurement issue as set forth in (1) above, who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified from lobbying the city commission in connection with a present or pending bid for goods, equipment or services or on a present or pending award for goods, equipment or services for a period of 12 months from a final finding of violation.

* * *

SECTION 3. That Miami Beach City Code section 2-489 entitled “Prohibited Campaign Contributions by Real Estate Developers”, subsection A(3) thereof, is hereby amended to read as follows:

Sec. 2-489. Prohibited Campaign Contributions by Real Estate Developers.

A. General.

* * *

- (3) (a) A person or entity other than a real estate developer who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from becoming a real estate developer.

(b) 1. A real estate developer who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified from becoming a real estate developer for a period of 12 months from a final finding of violation, or from action on a waiver request by the Miami Beach City Commission in the event a waiver of said violation is sought.

2. In the event such waiver request for a particular real estate project and/or land use application is granted, the affected real estate developer shall nonetheless be disqualified from serving as a real estate developer with the city as to all other relevant real estate projects and/or applications for land use relief referred to in subsection A(4)(a)(1) below for the stated 12 month period. In the event such waiver request is denied for a particular real estate project and/or land use application, the 12 month disqualification period for the affected real estate developer shall apply to both the particular real estate project and/or land use application which was the subject of the waiver request, as well as all other relevant real estate projects and/or applications for land use relief referred to in subsection A(4)(a)(1) below during that 12 month period.

~~(b)~~ (c) A real estate developer shall not make a contribution within 12 months after termination of its status as a real estate developer.

* * *

SECTION 4. That Miami Beach City Code section 2-490 entitled "Prohibited Campaign Contributions by Lobbyists on Real Estate Development Issues", subsection (2) thereof, is hereby amended to read as follows:

Sec. 2-490. Prohibited Campaign Contributions by Lobbyists on Real Estate Development Issues.

* * *

- (2) (a) A person other than a lobbyist on a real estate development issue as set forth in (1) above, who directly or indirectly solicits for or makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from lobbying the city commission in connection with a present development agreement, in connection with a development agreement that is currently being negotiated, or in connection with a present or pending application with the city for a change of zoning map designation or a change to the city's future land use map.
- (b) A lobbyist on a real estate development issue as set forth in (1) above, who directly or indirectly makes a contribution to a candidate who is elected to the office of mayor or commissioner shall be disqualified from lobbying the city commission in connection with a present development agreement, in connection with a development agreement that is currently being negotiated, or in connection with a present or pending application with the city for a change of zoning map designation or a change to the city's future land use map for a period of 12 months from a final finding of violation.

* * *

SECTION 5. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 6. SEVERABILITY

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 7. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article," or other appropriate word.

SECTION 8. EFFECTIVE DATE

This Ordinance shall take effect the ____ day of _____, 2005.

PASSED and ADOPTED this ____ day of _____, 2005.

ATTEST:

MAYOR

CITY CLERK

(Requested by Mayor David Dermer & Commissioner Jose Smith)

JKO\ed

F:\atto\OLIVARES-ORD\2-487; 2-488; 2-489; 2-490 (Amendments to Subsections (2 and 3).doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney Date

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Inquiries may be directed to the Human Resources Department at (305) 673-7520

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INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Second Reading and Public Hearing of an Ordinance amending Ordinance No. 92-2813, the Defined Contribution Retirement Plan 401(a) to increase the maximum monthly retirement benefit to reflect annual cost of living increases.

Issue:

Shall the City amend the 401(a) Defined Contribution Retirement Plan Ordinance to allow for the maximum monthly retirement disability benefit to be changed from a maximum monthly benefit of \$5,000 to \$8,000 in Year one, Year two to \$9,000 and Year three to \$10,000 to allow for annual cost of living increases since inception of the plan and in the future, to allow the maximum monthly benefit to be changed by Resolution when the Long Term Disability contract is renewed or awarded?

Item Summary/Recommendation:

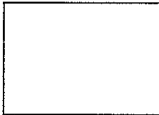
Adopt the Ordinance to amend the 401(a) Defined Contribution Retirement Plan Ordinance No. 92-2813 to increase the maximum monthly retirement benefit to \$10,000 over the next three years to reflect annual cost of living increases and in the future to allow the maximum monthly benefit to be amended by Resolution at the time the LTD contract is renewed or amended.

The Administration recommends adopting the Ordinance.

Advisory Board Recommendation:

N/A


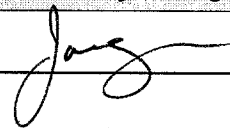
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	\$75,000	011.9611.000375	
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Mayra D. Buttacavoli, Director of Human Resources & Risk Management

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM RSC
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

**SECOND READING
PUBLIC HEARING**

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 92-2813, THE DEFINED CONTRIBUTION RETIREMENT PLAN 401(A), BY AMENDING THE PROVISIONS OF SECTION 1, ARTICLE 5, SUBSECTION 5.03 TO INCREASE THE MAXIMUM MONTHLY RETIREMENT DISABILITY BENEFIT TO REFLECT ANNUAL COST OF LIVING INCREASES; PROVIDING FOR A REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

ANALYSIS

Ordinance No. 92-2813 that created the Defined Contribution Retirement Plan under section 401(a) of the Internal Revenue Code, was written in 1992 and included a maximum monthly retirement benefit that was equal to two-thirds of an employee's annual earnings, with a maximum monthly benefit of \$5,000. This maximum benefit amount covers a salary up to \$90,000. No provision was made in the Ordinance to increase this maximum covered amount.

Since 1993 the City has provided several cost of living increases, ranging between 2% and 6%, based on amounts given to Unclassified employees. If these cost of living increases, including 2005, had been applied to the maximum covered salary of \$90,000, that covered amount would now be \$140,000, or a monthly benefit not to exceed \$7,700. Insurance companies quote long term disability premiums based on increments of \$1,000 for covered benefit amounts.

The Administration recommends that the Ordinance be changed to allow for past cost of living increases, a projected 3.5% increase for 2006, estimated increases between 3.0 and 3.5% for the next two years, thereby establishing a new monthly benefit maximum of \$8,000 for Year one, \$9,000 for Year two and \$10,000 for Year three (covered salary of up to \$180,000). The Administration also recommends that the Ordinance include language so that the maximum monthly amount may be amended by Resolution to include future cost of living increases whenever the Long Term Disability contract for coverage is

renewed or awarded.

FISCAL IMPACT

The fiscal impact of this amendment will result in an increase in the maximum monthly benefit of \$5,000 to \$8,000 year one of the agreement with Jefferson Pilot, \$9,000 year two, and \$10,000 year three to those employees who are in the 401(a) retirement system, if they face a long-term disability. The estimated annual cost of the current benefit level under the existing contract is \$79,738. The cost of the current benefit level under the new proposed rates would result in an estimated annual cost of \$61,615. Therefore, the total potential savings on an annual basis is \$18,123. An item on the agenda of May 18, 2005 awarded a contract for long term disability to Jefferson Pilot Financial, with an estimated annual cost of \$68,413 for year one, \$68,737 for year two, and \$68,899 for year three for a maximum monthly benefit that will increase to \$8,000 for year one, \$9,000 for year two and \$10,000 for year three. This proposed Ordinance result in an estimated annual savings of \$11,325 year one, \$11,001 year two, and \$10,839 year three.

CONCLUSION

The Administration recommends the City Commission adopt the Ordinance.

JMG:MDB:ph

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING ORDINANCE NO. 92-2813, THE DEFINED CONTRIBUTION RETIREMENT PLAN 401(A), BY AMENDING THE PROVISIONS OF SECTION 1, ARTICLE 5, SUBSECTION 5.03 THEREIN, TO INCREASE THE MAXIMUM MONTHLY RETIREMENT DISABILITY BENEFIT TO REFLECT ANNUAL COST OF LIVING INCREASES ; PROVIDING FOR A REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1: That Section 1, "Establishment of a Defined Contribution Retirement Plan for the City", Article 5, Subsection 5.03, of the Defined Contribution Retirement Plan 401(a), Ordinance No. 92-2813, shall be amended to read as follows:

* * *

ARTICLE 5: Retirement

* * *

Subsection 5.03 Any employee who is totally and permanently disabled and unable to carryout the requirements of their position in City Service shall be entitled to a disability retirement. Such disability retirement benefit shall be equal to two-thirds of the employee's annual earnings, adjusted to include cost of living increases provided to employees, based on the percent increase given to Unclassified Employees, provided that such benefit shall not exceed \$5,000-\$8,000 a month for Year One (defined herein as the period from June 1, 2005 to May 31, 2006); \$9,000 a month for Year Two (defined herein as the period from June 1, 2005 to May 31, 2006); and \$10,000 a month for Year Three (defined herein as the period from June 1, 2005 to May 31, 2006). This maximum monthly amount will be updated by Resolution of the City Commission to include future cost of living percent increases, based on the amount given to Unclassified Employees, at the time the City's contract for employee long term disability contract for coverage is renewed or a new contract awarded. This disability payment will commence upon the completion of the sixth month of such disability and continue throughout the life of the disabled employee. The City shall be obligated to purchase an insurance policy for employees in this System which shall provide this benefit. An offset to the fullest extent allowed by law for all payments made to the disability retiree for worker's compensation payments, shall be taken by the Board of Trustees. The Board of Trustees shall consider all requests for total and permanent disability, and shall make positive recommendations to the insurer of all employees whom it determines meet the insurer's criteria for the total and permanent disability. The final determination of disability shall be made by the insurer.

* * *

SECTION 2: REPEALER.

That all ordinances or parts of ordinances in conflict herewith be and the same are

hereby repealed.

SECTION 3: SEVERABILITY.

If any section, sentence, clause, or provision of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4: CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 5: EFFECTIVE DATES.

This Ordinance shall take effect the _____ day of _____, 2005.

PASSED and ADOPTED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

TA\AGENDA\2005\Jun0805\Regular\amend 401(a) ord 2813 2nd read June05.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney  6-3-05
Date

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004586



CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, June 8, 2005**, to consider the following:

10:15 A.M.

An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," To Create Article VI, To Be Entitled "Sexual Offenders And Sexual Predators" And Creating Sections 70-400, Entitled "Findings And Intent," 70-401, Entitled "Definitions," 70-402, Entitled "Sexual Offender And Sexual Predator Residence Prohibition; Penalties; Exceptions," Providing For A Prohibition For Sexual Offenders And Sexual Predators Convicted Of Crimes Under Certain Florida Statutes From Living Within 2500 Feet Of Specified Locations Within The City Of Miami Beach And Creating Section 70-403, Entitled "Property Owners Prohibited From Renting Real Property To Certain Sexual Offenders And Sexual Predators; Penalties," Prohibiting Owners Of Real Property From Renting Or Leasing Any Place, Structure, Or Part Thereof, Trailer Or Other Conveyance Located Within 2500 Feet Of Specified Locations.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

10:30 A.M.

An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Thereof Entitled "Campaign Finance Reform" By Amending Code Sections 2-487 "Prohibited Campaign Contributions By Vendors", 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues", 2-489 "Prohibited Campaign Contributions By Real Estate Developers", And 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Adding Language Providing That The 12 Month Period In Which A Prohibited Donor Of A Campaign Contribution Is Disqualified From Certain Specified Associations With The City Shall Commence Upon A Final Finding Of Violation, Or If Applicable, Upon Miami Beach City Commission Action On A Waiver Request, And Establishing Effects Of Waiver; Further Amending Code Section 2-487(B).

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

10:35 A.M.

An Ordinance Amending Ordinance No. 92-2813, The Defined Contribution Retirement Plan 401(A), By Amending The Provisions Of Section 1, Article 5, Subsection 5.03 To Increase The Maximum Monthly Retirement Disability Benefit To Reflect Annual Cost Of Living Increases.

Inquiries may be directed to the Human Resources Department at (305) 673-7520

10:40 A.M.

An Ordinance Amending Chapter 82, Article V, Division 1, Section 82-438 Of The City Code, Entitled "Prohibiting Wheeled Conveyances On Beachfront Promenade Boardwalk Except Those Required By The Handicapped," To Provide For Certain Exceptions To The Prohibition Of Wheeled Conveyances On The Boardwalk.

Inquiries may be directed to the Police Department at (305) 673-7925

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 594-2489 (voice) / (305) 673-7218 (TTY) five days in advance to initiate your request TTY

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

An Ordinance amending Chapter 82, Article V, Division 1, Section 82-438 of the City Code, entitled "Prohibiting Wheeled Conveyances on Beachfront Promenade Boardwalk except those Required by the Handicapped," to provide for certain exceptions to the prohibition of wheeled conveyances on the

Issue:

Shall the City Commission provide for certain exceptions to the prohibition of wheeled conveyances on the boardwalk?

Item Summary/Recommendation:

The Beachfront Promenade Boardwalk is a pedestrian walkway used by residents and tourists and is considered a primary access route for beach goers. Recently, the City has intensified its patrol and enforcement efforts on the Boardwalk, including contracting with a private security service for additional visibility and security on the Boardwalk.

In order to increase the effectiveness of Police and security patrols on the Boardwalk, the City's Police Department and the private security service wish to be permitted to utilize bicycles and other wheeled conveyances on the Boardwalk. To facilitate public safety, access must be limited to: pedestrians, wheeled conveyances or vehicles required by the disabled, strollers, Fire, Police, Beach Patrol or maintenance vehicles operated by or for the City; or, such other wheeled conveyances or vehicles authorized by the City Manager. In order to clarify that certain exceptions exist to the prohibition of wheeled conveyances on the Boardwalk, it is recommended that the exception be codified.

In an effort to ensure public safety along the Beachfront Promenade Boardwalk east of Collins Avenue, between 21st Street and 46th Street the Administration recommends adopting the ordinance.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div><div></div><div>Finance Dept.</div></div>	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Michael Gruen, Police Department

Sign-Offs:

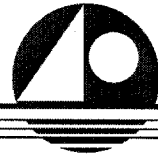
Department Director	Assistant City Manager	City Manager

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AGENDA ITEM RSD
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

**SECOND READING
PUBLIC HEARING**

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82, ARTICLE V, DIVISION 1, SECTION 82-438 OF THE CITY CODE, ENTITLED "PROHIBITING WHEELED CONVEYANCES ON BEACHFRONT PROMENADE BOARDWALK EXCEPT THOSE REQUIRED BY THE HANDICAPPED," TO PROVIDE FOR CERTAIN EXCEPTIONS TO THE PROHIBITION OF WHEELED CONVEYANCES ON THE BOARDWALK; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance.

ANALYSIS

In an effort to ensure public safety along the Beachfront Promenade Boardwalk ("Boardwalk") east of Collins Avenue, between 21st Street and 46th Street the above proposed ordinance should be enacted. The Boardwalk area is a pedestrian walkway used by residents and tourists alike and is considered a primary access route for beach goers.

Recently, the City has intensified its patrol and enforcement efforts on the Boardwalk, including contracting with a private security service for additional visibility and security on the Boardwalk. In order to increase the effectiveness of these efforts, the City's Police Department and the private security service wish to be permitted to utilize bicycles and other wheeled conveyances on the Boardwalk. In order to clarify that certain exceptions exist to the prohibition of wheeled conveyances on the Boardwalk, it is recommended that the exception be codified.

In order to prevent the commission of crime and facilitate public safety, access must be limited to: pedestrians, wheeled conveyances or vehicles required by the disabled, strollers, Fire, Police, Beach Patrol or maintenance vehicles operated by or for the City; or, such other wheeled conveyances or vehicles as may be authorized by the City Manager.

CONCLUSION

The Administration recommends adopting the ordinance on this Second Reading Public Hearing.

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ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 82, ARTICLE V, DIVISION 1, SECTION 82-438 OF THE CITY CODE, ENTITLED "PROHIBITING WHEELED CONVEYANCES ON BEACHFRONT PROMENADE BOARDWALK EXCEPT THOSE REQUIRED BY THE HANDICAPPED," TO PROVIDE FOR CERTAIN EXCEPTIONS TO THE PROHIBITION OF WHEELED CONVEYANCES ON THE BOARDWALK; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Commission of the City of Miami Beach finds the Boardwalk area is a pedestrian walkway used by residents and tourists alike and are considered primary access routes for beach goers and tourists, and in order to prevent the commission of crime and facilitate public safety, access by wheeled conveyances must be limited.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. That Chapter 82, Article V, Division 1, Section 82-438 of the Code of the City of Miami Beach entitled "Prohibiting wheeled conveyances on Beachfront Promenade Boardwalk except those required by handicapped" be amended to read:

Sec. 82-438. Prohibiting wheeled conveyances on Beachfront Promenade Boardwalk; Exceptions. ~~except those required by handicapped.~~

- (a) It shall be unlawful for any person to operate any wheeled conveyance ~~except those required by handicapped,~~ in, on or upon any portion of the Beachfront Promenade Boardwalk lying east of Collins Avenue and between 21st Street and 46th Street.
- (b) This section shall not apply to: wheeled conveyances required by the disabled; strollers; fire, police, beach patrol or maintenance wheeled conveyances operated by or for the city; or, such other wheeled conveyances as may be authorized by the city manager.

SECTION 2. REPEALER

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY

If any section, subsection or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 4. CODIFICATION

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE

This ordinance shall take effect on the _____ day of _____, 2005.

PASSED AND ADOPTED this _____ day of _____, 2005.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION:

M. W. [Signature] 5-11-05
City Attorney Date

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004566



CITY OF MIAMI BEACH NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY given that public hearings will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, June 8, 2005**, to consider the following:

10:15 A.M.

An Ordinance Amending Chapter 70 Of The Code Of The City Of Miami Beach, Entitled "Miscellaneous Offenses," To Create Article VI, To Be Entitled "Sexual Offenders And Sexual Predators" And Creating Sections 70-400, Entitled "Findings And Intent," 70-401, Entitled "Definitions," 70-402, Entitled "Sexual Offender And Sexual Predator Residence Prohibition; Penalties; Exceptions," Providing For A Prohibition For Sexual Offenders And Sexual Predators Convicted Of Crimes Under Certain Florida Statutes From Living Within 2500 Feet Of Specified Locations Within The City Of Miami Beach And Creating Section 70-403, Entitled "Property Owners Prohibited From Renting Real Property To Certain Sexual Offenders And Sexual Predators; Penalties," Prohibiting Owners Of Real Property From Renting Or Leasing Any Place, Structure, Or Part Thereof, Trailer Or Other Conveyance Located Within 2500 Feet Of Specified Locations.

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

10:30 A.M.

An Ordinance Amending Miami Beach City Code Chapter 2, Article VII, Division 5 Thereof Entitled "Campaign Finance Reform" By Amending Code Sections 2-487 "Prohibited Campaign Contributions By Vendors", 2-488 "Prohibited Campaign Contributions By Lobbyists On Procurement Issues", 2-489 "Prohibited Campaign Contributions By Real Estate Developers", And 2-490 "Prohibited Campaign Contributions By Lobbyists On Real Estate Development Issues", By Adding Language Providing That The 12 Month Period In Which A Prohibited Donor Of A Campaign Contribution Is Disqualified From Certain Specified Associations With The City Shall Commence Upon A Final Finding Of Violation, Or If Applicable, Upon Miami Beach City Commission Action On A Waiver Request, And Establishing Effects Of Waiver; Further Amending Code Section 2-487(B).

Inquiries may be directed to the City Attorney's Office at (305) 673-7470.

10:35 A.M.

An Ordinance Amending Ordinance No. 92-2813, The Defined Contribution Retirement Plan 401(A), By Amending The Provisions Of Section 1, Article 5, Subsection 5.03 To Increase The Maximum Monthly Retirement Disability Benefit To Reflect Annual Cost Of Living Increases.

Inquiries may be directed to the Human Resources Department at (305) 673-7520

10:40 A.M.

An Ordinance Amending Chapter 82, Article V, Division 1, Section 82-438 Of The City Code, Entitled "Prohibiting Wheeled Conveyances On Beachfront Promenade Boardwalk Except Those Required By The Handicapped," To Provide For Certain Exceptions To The Prohibition Of Wheeled Conveyances On The Boardwalk.

Inquiries may be directed to the Police Department at (305) 673-7925

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of these ordinances are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact (305) 673-7470 (voice) / (305) 673-7918 (TTY) five days in advance to initiate your request TTY

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Ordinance amending the Nonconforming Structures Section of the City Code, to clarify and update certain terms and descriptions, and to provide a more defined parameters for what constitutes a nonconforming structure.

Issue:

Amendment to the Nonconforming Structures Section of the City Code, modifying the procedures for the reconstruction of contributing buildings in historic districts.

Item Summary/Recommendation:

As part of the recommendation of the Mayors Blue Ribbon Panel on the Structural Integrity of Historic Buildings, an Ordinance has been drafted to address reconstruction requirements for contributing buildings in historic districts.

On February 2, 2005 the City Commission approved the Ordinance on First Reading and referred the matter to the Land Use and Development Committee for further discussion. On February 14, 2005, the Land Use and Development Committee reviewed the subject Ordinance and referred the matter back to the Planning, Design Review and Historic Preservation Boards for further study.

On February 23, 2005 the City Commission opened and continued the Ordinance to a date certain of April 20, 2005. On April 20, 2005 the City Commission opened and continued the proposed Ordinance to a date certain of June 8, 2005. The Administration recommends that the proposed Ordinance be adopted.

Advisory Board Recommendation:

The Planning Board transmitted the proposed Ordinance, with a favorable recommendation, to the City Commission on January 25, 2005. The Historic Preservation Board reviewed the Ordinance on December 14, 2004 and January 11, 2005 and recommended approval. The Land Use and Development Committee reviewed the proposed Ordinance on February 14, 2005 and referred the matter back to the Planning Board, Historic Preservation Board and Design Review Board for further review.

The Historic Preservation Board reviewed the revised Ordinance on March 8, 2005 and recommended approval. The Design Review Board reviewed the revised Ordinance on May 17, 2005 and recommended approval. The Planning Board reviewed the revised Ordinance on March 29, 2005 and recommended certain modifications; the Planning Board continued the item to the April 26, 2005 meeting. On April 26, 2005 the Planning Board transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
	3			
	4			
Finance Dept.	Total			

City Clerk's Office Legislative Tracking:

Jorge Gomez or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

RSE

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members Of The City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

SECOND READING

Subject: Nonconforming Structures

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IX, "NONCONFORMANCES," BY AMENDING SECTION 118-395 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS, AND TO PROVIDE MORE DEFINED PARAMETERS FOR WHAT CONSTITUTES A NONCONFORMING STRUCTURE; BY AMENDING SECTION 118-398 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; AND BY AMENDING SECTION 118-399 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; AMENDING CHAPTER 130, "OFF STREET PARKING", ARTICLE VI, "PARKING CREDIT SYSTEM" BY AMENDING SECTION 130-161, TO ESTABLISH REVISED STANDARDS FOR NONCONFORMING STRUCTURES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Adopt the proposed Ordinance.

ANALYSIS

Currently, the City Code does not specify how much of an existing structure must remain in order to retain any legal nonconforming attributes, if it is damaged or repaired beyond the 50% rule. Because of this certain projects have claimed a grandfathered vesting with regard to setbacks, FAR and parking credits, even though only a small percentage of the structure is being retained. In order to address this shortcoming, specific language relative to the amount of a nonconforming structure, which is exceeding the 50% rule, which must be retained in order to grandfather any legal nonconforming attributes, has been developed.

This criteria is also specific to structures located city wide (including noncontributing structures located within local historic districts) and contributing structures located within historic districts:

For contributing structures located within a designated historic district or historic site, the

main change involves the amount of building that must be preserved, as well as the introduction of a waiver provision, at the discretion of the Historic Preservation Board. Specifically the following is noted:

- The existing structure's floor area, height, and setbacks may remain, subject to the review and approval of the Historic Preservation Board, provided that at least 90% of the front and street side façades, the original first floor slab and any portion of architecturally significant public interiors, as determined by the City's historic properties databases or the Historic Preservation Board, remain substantially intact and for structures that are set back from the side property lines that at least 2/3 of the remaining interior side walls are retained and are not demolished.
- The Historic Preservation Board, at its discretion, may waive the requirement that the front and side street façades, original floor slab, public interior and 2/3 of the remaining interior side walls be retained, provided the subject structure is replicated in accordance with historic documentation.
- If the Historic Preservation Board waives the requirements as described above, and permits the structure to be replicated, the project shall satisfy the parking requirement as prescribed in these Land Development Regulations.
- If the Historic Preservation Board does not waive the requirements as described above, any new structure shall be required to meet all current development regulations for the zoning district in which the property is located.
- Any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

For noncontributing structures located in a designated historic district and structures not located within a designated historic district or historic site, the following is noted:

- The building must meet all development regulations as set forth in the zoning district in which the property is located, unless at least 90% of the front and street side façades remain substantially intact and are retained, 90% of the original first floor slab and 90% of all upper level floor plates remain substantially intact and are retained, and that at least 50% of the remaining interior side walls are retained.
- No new floor area may be added if the maximum floor area ratio is presently exceeded.

With regard to parking credits, regardless of whether the nonconforming structure is contributing or not, the building shall receive parking credits if there is no change in use, and provided that at least 90% of the front and street side façades remain substantially intact and are retained, 90% of the original first floor slab and 90% of all upper level floor plates remain substantially intact and are retained, and that at least 50% of the remaining interior side walls are retained.

The Historic Preservation Board reviewed the proposed ordinance on December 14, 2004 and January 11, 2005 and recommended its approval. The Historic Preservation Board also recommended that the Ordinance be strengthened in a manner consistent with the recommendations of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic

Buildings. In this regard, a section has been added to the proposed ordinance creating a "presumption" that any contributing structure demolished shall be fully reconstructed without any additional floor area. The Historic Preservation Board will have the latitude, on a case-by-case basis, to require the reconstruction of any structure deemed to be structurally unsafe.

By limiting the amount of floor area that can be added to a contributing structure, it is anticipated that this change will encourage the preservation of structures by creating an incentive for their preservation. It will also put all current and future property owners on notice that existing structures in local historic districts, that are designated contributing, would have to be reconstructed if they are found to be structurally unsafe.

On January 25, 2005 the Planning Board voted to transmit the proposed Ordinance Amendment to the City Commission with a favorable recommendation. The Planning Board made some minor text modifications to the proposed Ordinance, including the removal of certain incentives for non-contributing buildings in historic districts, as well as the requirement that historic materials be used whenever possible in the reconstruction of contributing buildings.

On February 2, 2005 the City Commission approved the Ordinance on first reading and scheduled a second reading public hearing for February 23, 2005. The Commission also referred the matter to the Land Use and Development Committee for further discussion.

On February 14, 2005, the Land Use and Development Committee reviewed the subject Ordinance and recommended a number of modifications, including the following:

1. That the percentage of a building to be preserved in order to retain non-conforming zoning rights be decreased from 90% to 75%.
2. The "presumption" clause of the ordinance pertaining to the reconstruction of contributing structures shall be further studied and refined.
3. That percentage of a building to be preserved in order to retain non-conforming parking credits be decreased from 90% to 50% and that criteria be established for the applicability of paying a parking impact fee outside of an historic district.
4. An appeal process be established pertaining to administrative determinations of architectural significance for structures built prior to 1965 and located outside of designated historic districts.
5. Rear walls may be demolished in their entirety without affecting parking credits or non-conforming zoning rights.

Based upon the number of changes suggested, the Land Use and Development Committee referred the matter back to the Planning Board, Historic Preservation Board and Design Review Board for further discussion and consideration.

The revised Ordinance was reviewed by the Historic Preservation Board on March 8, 2005, which recommended approval. The Design Review Board reviewed the proposed Ordinance on May 17, 2005 and recommended approval.

The Planning Board reviewed the revised Ordinance on March 29, 2005 and continued the item to the April 26, 2005 meeting. The Planning Board had specific concerns pertaining to the introduction of parking impact fees outside of local historic districts and proposed mandatory requirements for new construction in the event a contributing building is demolished. In order to address these concerns the following modifications to the Ordinance were made:

1. The policy for buildings demolished by an Order of the Building Official or without a Certificate of Appropriateness from the Historic Preservation Board has been modified to require that any new structure be limited to the height, massing and square footage of the original structure (not to exceed the height and FAR requirements of the Code) and that the architectural style of the new structure be subject to the review and approval of the historic preservation board.
2. Specific criteria has been established that would allow the historic preservation board to re-but the aforementioned policy.
3. Criteria regarding relief from the Building Code and Life-Safety Code, when applicable, has been specified.
4. An exemption for City owned buildings has been included.
5. The proposal for introducing parking impact fees outside of historic districts has been further clarified.

On April 26, 2005, the Planning Board transmitted the proposed Ordinance to the City Commission with a favorable recommendation.

FISCAL IMPACT

The proposed Ordinance is not expected to have any fiscal impact.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the proposed Ordinance.

Pursuant to Section 118-164(4) of the City Code, an affirmative vote of five-sevenths shall be necessary in order to enact any amendments to the Land Development Regulations.

JMG/TH/JGG/TRM

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NONCONFORMING BUILDINGS

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IX, "NONCONFORMANCES," BY AMENDING SECTION 118-395 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS, AND TO PROVIDE MORE DEFINED PARAMETERS FOR WHAT CONSTITUTES A NONCONFORMING STRUCTURE; BY AMENDING SECTION 118-398 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; BY AMENDING SECTION 118-399 TO CLARIFY AND UPDATE CERTAIN TERMS AND DESCRIPTIONS; BY AMENDING CHAPTER 130, "OFF STREET PARKING", ARTICLE VI, "PARKING CREDIT SYSTEM" BY AMENDING SECTION 130-161, TO ESTABLISH REVISED STANDARDS FOR NON-CONFORMING STRUCTURES; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach Historic Preservation Board is charged by Ordinance as serving in an advisory capacity to the City Commission and other City Boards on issues affecting the City's architecture, design, historic districts and structures; and

WHEREAS, the Historic Preservation Board strongly supports the efforts of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings to address the issues of demolition by neglect and the failure of property owners to maintain existing historic structures; and

WHEREAS, the final report of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings has concluded that the nonconforming building regulation, (as well as all related regulations) should be amended to require reconstruction of historic (contributing) buildings under all circumstances; and

WHEREAS, the Historic Preservation Board voted unanimously to strongly endorse the recommendations of the Mayor's Blue Ribbon Panel on the Structural Integrity of Historic Buildings, particularly with regard to the recommendation that all historic buildings that are ordered to be demolished be replicated under all circumstances; and

WHEREAS, the Historic Preservation Board voted unanimously to strongly endorse the recommendation that the replication requirement should be part of the proposed revisions to the Land Development Regulations of the City Code pertaining to Nonconforming Buildings.

WHEREAS, the City of Miami Beach continually seeks to update and clearly define the requirements of the Land Development Regulations of the Code of the City of Miami Beach as they pertain to nonconforming structures; and

WHEREAS, the City of Miami Beach has adopted regulations pertaining to the maintenance and improvement of existing nonconforming structures and,

WHEREAS, The City of Miami Beach desires to refine, clarify, expand and enhance existing procedures and requirements for improvements to existing non-conforming structures in order to ensure that a substantial portion of any such structure is retained and preserved; and,

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. That Chapter 118, Entitled "Administration and Review Procedures", Article IX, Entitled "Nonconformances", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-395. Destruction, repair and/or renovation of nonconforming buildings and uses.

(a) Nonconforming uses. If a building which contains a nonconforming use is damaged, repaired or renovated at a cost exceeding 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code, it shall not be thereafter used except in conformity with the use regulations in the applicable zoning district contained in these land development regulations and all rights as a nonconforming use are terminated.

(b) Nonconforming buildings.

(1) Nonconforming buildings which are damaged, repaired or rehabilitated by less than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the ~~South~~ applicable Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. Renovated or repaired units shall meet the minimum ~~floor area~~ unit size requirements as set forth for the zoning district in which the property is located. The number of units in the building shall not be increased.

b. The building shall have previously been issued a certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use.

c. Such repairs or reconstruction in the damaged or repaired portion of the building shall meet

the requirements of the city property maintenance standards, the South applicable Florida Building Code, fire prevention and safety code, and if located within a designated historic district, or an individually designated historic structure, shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, U.S. Department of the Interior (1983), as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations. In the event the renovation of a contributing structure conflicts with any of these regulations, the property owner shall seek relief from the applicable building or life-safety code.

(2) Nonconforming buildings which are damaged, repaired or rehabilitated by more than 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the South applicable Florida Building Code may be repaired or rehabilitated if the following conditions are met:

a. ~~Historic structures~~ Structures located within a designated historic district or historic site:

1. All residential units shall meet the minimum and average unit sizes for rehabilitated buildings as set forth in the zoning district in which the property is located.

2. The existing structure's floor area, height, and setbacks may remain, provided that at least 75% of the front and street side façades, 75% of the original first floor slab and all architecturally significant public interiors remain substantially intact, and are retained, preserved and restored, and for structures that are set back from the side property lines that at least 2/3 of the remaining interior side walls are retained, preserved and restored and are not demolished. The Historic Preservation Board may waive these requirements, and allow for the retention of the existing structure's floor area, height and setbacks for contributing buildings if at least one of the following criteria is satisfied, as determined by the Historic Preservation Board:

i. The structure is architecturally significant in terms of design, scale, or massing;

ii. The structure embodies a distinctive style that is unique to Miami Beach or the historic district in which it is located;

iii. The structure is associated with the life or events of significant persons in the City;

iv. The structure represent the outstanding work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage;

v. The structure has yielded or is likely to yield information important in pre-history or history; or

vi. The structure is listed in the National Register of Historic Places.

3. The policy of the City of Miami Beach shall be that a contributing building demolished without first obtaining a Certificate of Appropriateness from the historic preservation board, even after a Building Permit for new construction and renovation is issued, for any reason, including, but not limited to, an order of the Building Official or the County Unsafe Structures Board, shall only be replaced with a new structure that incorporates the same height, massing and square footage of the previous structure on site, not to exceed the maximum FAR and height permitted under the City Code, with no additional square footage added. This policy, which shall also be applicable to any request for an "after-the-fact" Certificate of Appropriateness", may be rebutted, and the Historic Preservation Board may allow for the addition of more square footage, where appropriate, not to exceed the maximum permitted under the City Code, if it is established to the satisfaction of the Historic Preservation Board that the following criteria has been satisfied:

- i. The proposed new structure is consistent with the context and character of the immediate area; and
- ii. The property owner made a reasonable effort to regularly inspect and maintain the structure free of structural deficiencies and in compliance with the minimum maintenance standards of this Code.

4. ~~but~~ Reconstruction of existing structures. The historic preservation board shall determine, on a case-by-case basis, whether the reconstruction of an original, contributing structure is warranted. For purposes of this subsection, reconstruction shall be defined as the physical reconstruction, including all original dimensions in the original location, of a structure in totality, inclusive of the reproduction of primary facade dimensions and public area dimensions with appropriate historic materials whenever possible, original walls, window and door openings, exterior features and finishes, floor slab, floor plates, roofs and public interior spaces, as determined by the Historic Preservation Board. The Historic Preservation Board shall have full discretion as to the exact level of demolition and reconstruction required. In the event the Historic Preservation Board waives the requirements as described above, and the structure is either fully or partially reconstructed, the project shall satisfy the parking requirement as prescribed in these Land Development Regulations by providing parking or paying applicable fees in lieu, unless 75% of the original front façade and architecturally significant street side elevations remain intact and at least 50% of the remaining walls are retained and preserved, in which case any existing parking credits shall remain. If the Historic Preservation Board does not waive the requirements as described above for any reason, inclusive of the inability of a reconstructed building to meet the requirements of the applicable Building Code, any new structure shall be required to meet all current development regulations for the zoning district in which the property is located. Further, any new addition or alteration must comply with the current development regulations in the zoning district in which the property is located.

5. The building shall meet all requirements (as amended) in the following: ~~South the applicable~~ Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code, the city property maintenance standards and shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, U.S. Department of the Interior (1983), as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations. In the event the renovation of a contributing structure conflicts with any of these regulations, the property owner shall seek relief from the applicable building or life-safety code.

6. Regardless of its classification on the Miami Beach Historic Properties database, a building shall be determined to be contributing by the Historic Preservation Board if it meets the relevant criteria set forth in the City Code. In the event the renovation of a contributing structure conflicts with any of these regulations, the property owner shall seek relief from the applicable building or life-safety code.

7. The foregoing regulations shall not apply to any building or structure located on city-owned property or rights-of-way, or property owned by the Miami Beach Redevelopment Agency.

b. ~~Nonhistoric structures~~ Structures not located within a designated historic district or historic site:

1. All residential units shall meet the minimum and average unit sizes for new construction as set forth in the zoning district in which the property is located.

2. Development Regulations for buildings constructed after 1965. The building must meet all development regulations (lot size, lot width, setbacks, height, open space, etc.) as set forth in the zoning district in which the property is located, except for the floor area ratio which may remain as is, if it currently exceeds the maximum floor area ratio allowed in the zoning district. The building must meet all development regulations as set forth in the zoning district in which the property is located, unless the entire front and street side façades remain intact and are retained, the original first floor slab is retained, at least 75% of all upper level floor plates remain substantially intact and are retained, and that at least 75% of the remaining interior side walls are retained.
3. Development Regulations for buildings constructed prior to 1965. In the event a building or structure constructed prior to 1965, which is determined to be architecturally significant by the Planning Department, retains a substantial portion of the front and street side facades, the original first floor slab is retained, at least 50% of all upper level floor plates remain substantially intact and are retained, and at least 50% of the remaining interior side walls are retained, such structure may retain the existing floor area ratio, height and parking credits. For purposes of this subsection, the planning department shall make a determination whether a structure is architecturally significant according to the following criteria:
 - i. The subject structure is characteristic of a specific architectural style constructed in the city prior to 1965, including, but not limited to Vernacular, Mediterranean Revival, Art Deco, Streamline Moderne, Post-War Modern, or variations thereof;
 - ii. The exterior of the structure is recognizable as an example of its style and/or period, and its architectural design integrity has not been modified in an irreversible manner;
and
 - iii. Exterior architectural characteristics, features, or details of the subject structure remain intact.

The applicant may appeal any determination of staff relative to these criteria to the design review board, in accordance with the requirements and procedures set forth in Article VI herein.

4. No new floor area may be added if the maximum floor area ratio is presently at maximum or exceeded.

~~3-5.~~ The building shall receive parking credits if there is no change in use. However, if there is a change in use, the building shall receive no parking credits and must either provide the required parking on-site or within 500 feet of the subject property or within 1,200 feet of the property in a locally designated historic district or site the architectural district, or pay a parking impact fee.

6. Notwithstanding the requirements of Chapter 130 of these Land Development Regulations, for those properties containing an architecturally significant structure pursuant to the criteria listed above and whose lot size is less than 20,000 square feet, the applicant may utilize the parking impact fee program, subject to the approval of the design review board, provided at least 75% of the front façade and architecturally significant street side elevations remain intact and at least 50% of the remaining walls are retained and preserved. The utilization of a parking impact fee shall not be permitted if any required parking, that is conforming, is removed. Any parking impact fee shall be a one-time payment of \$15,000 per space.

4.7. The building shall meet all requirements (as amended) in the following: ~~South the applicable~~ Florida Building Code, state fire marshal's rules and regulations, fire prevention and safety code and

the city property maintenance standards.

(3) Compliance. If a nonconforming building has been cited by the county unsafe structures board, the owners shall bring the structure into conformity with applicable codes within the time period specified by such board. With regard to multiple-family residential buildings, all of the units shall meet the floor area requirements as set forth in subsection (b) of this section. If the building is not brought into compliance within such time period, the building shall not again be used except in compliance with all the regulations of these land development regulations.

(4) There shall be no variances from any of the provisions herein pertaining to maximum floor area ratio and parking credits.

(5) Notwithstanding the foregoing, in the event of a catastrophic event, including, but not limited to, fire, tornado, tropical storm, hurricane, or other act of God, which results in the complete demolition of a building or damage to a building that exceeds 50 percent of the value determination of the building as determined by the building official pursuant to the standards set forth in the applicable Florida Building Code, such structure may be reconstructed, repaired or rehabilitated, and the structure's floor area, height, parking credits and setbacks may remain, if the following conditions are met:

a. All units shall meet the minimum unit size requirements as set forth for the zoning district in which the property is located.

b. The building shall have previously been issued a certificate of use, certificate of completion, certificate of occupancy or occupational license by the city to reflect its current use.

c. All repairs and/or reconstruction shall meet the requirements of the city property maintenance standards, the applicable Florida Building Code, fire prevention and safety code, and if located within a designated historic district, or an individually designated historic structure, shall comply substantially with the Secretary of Interior Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, as amended, as well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations.

Sec. 118-396. Intermittent or illegal uses.

The casual, intermittent, temporary, or illegal use of land or buildings shall not be sufficient to establish the existence of a nonconforming use and the existence of nonconforming use on a part of a lot or tract shall not be sufficient to establish a nonconforming use on the entire lot or tract.

Sec. 118-397. Existence of a nonconforming building or use.

(a) The planning and zoning director shall make a determination as to the existence of a nonconforming use or building and in so doing may make use of affidavits and investigation in addition to the data presented on the city's building card, occupational license or any other official record of the city.

(b) The question as to whether a nonconforming use or building exists shall be a question of fact and in case of doubt or challenge raised to the determination made by the planning and zoning director, the question shall be decided by appeal to the board of adjustment after public notice and hearing and in accordance with the procedures set forth in section 118-134. In making the determination the board may require certain improvements that are necessary to insure that the

nonconforming use or building will not have a negative impact on the neighborhood.

Sec. 118-398. Building nonconforming in height, density, parking, floor area ratio or bulk.

Except as provided in Article IX, herein, a A nonconforming building shall not be altered or extended, unless such alteration or extension decreases the degree of nonconformity but in no instance shall the floor area requirements of any unit which is being altered or extended be less than the required floor area set forth in the applicable zoning district.

Sec. 118-399. Procedure for retention of illegally subdivided units, undersized units or illegally installed kitchens.

The following procedure is only applicable to zoning violation notices for buildings or structures which contain units which are illegally subdivided, units which have illegally installed kitchens and existing units which are below the minimum size established by the city. Units shall be defined as apartment units, hotel units and adult congregate living facility units.

(1) Options. Upon receiving a zoning violation notice relating to units which are illegally subdivided, units which have illegally installed kitchens and units which are below the minimum size established by the city the property owner shall appear before the code enforcement special master at the scheduled hearing and state which of the following actions the owner will take. If the owner fails to appear before the code enforcement special master at the scheduled hearing, prosecution of the violations shall start immediately. An owner may wish to voluntarily conform with this section by complying with the below procedures. The owner may either:

a. Come into compliance with the parking, density and floor area regulations of these land development regulations with regard to these units and obtain a new certificate of occupancy or certificate of completion, whichever is appropriate, within six months from the date the zoning violation notice was received; or

b. Conform to the building or structure's approved floor plan on record with the city's building services department; or

c. Establish these units as legally nonconforming by:

1. Paying a fee as provided in appendix A, plus a processing fee as provided in appendix A per unit which is in violation to the planning, design and historic preservation division; and

2. By bringing the building into compliance with the following codes and requirements within six months of the date the zoning violation notice was received:

i. Owner must show affirmative proof that the building was purchased prior to September 30, 1987, or if at a subsequent date, the owner must submit proof and an affidavit to the effect that the conditions in the building existed prior to its purchase and prior to September 30, 1987.

ii. These land development regulations, with the exception of parking, density and floor area regulations (owner must comply with all other land development regulations).

If the building is a located within an historic district, or is a designated contributing historic structure or site as defined in these land development regulations, all exterior and public interior improvements (paint, windows, doors, architectural detailing) shall substantially meet the design criteria as listed in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures, U.S. Department of the Interior (revised 1983), as amended, as

well as the Certificate of Appropriateness Criteria in Article X of these Land Development Regulations. Compliance with this requirement is to be determined by the Planning Department planning, design and historic preservation division.

iii. ~~South~~ The applicable Florida Building Code.

iv. Fire prevention and safety code.

v. Section 58-176 et seq., pertaining to property maintenance standards, and section 58-336 et seq., pertaining to rental housing.

vi. Owner must have paid and met all requirements with regard to permit and license fees.

vii. Owner must have no outstanding city liens on the property in question.

If the property owner does not comply with all of the above within six months of the date the zoning violation notice was received, the owner shall be prosecuted before the code enforcement special master for the existing violations.

(2) City administration procedures. The department of code compliance shall provide a monthly listing of all properties cited with the zoning violations in question to the affected departments. Each of the affected department heads shall send a written report to the planning and zoning director regarding the status of the building. The report shall be sent to the Planning Department planning, design and historic preservation division upon compliance with the applicable code or requirement, or six months from the date of the zoning violation notice in question, whichever occurs first. The departments required to send a written report are as follows:

a. Fire department.

b. Department of code compliance.

c. Building services department.

d. Planning Department ~~Planning, design and historic preservation division~~.

e. Finance department, revenue division, lien section.

Upon receipt by the Planning Department ~~planning, design and historic preservation division~~ from all affected departments that there are no existing violations on the subject property the Planning Department ~~planning, design and historic preservation division~~ will notify the building official to correct the building card so that the illegally nonconforming units will now be legally nonconforming.

(3) Structures which are not eligible to use this procedure.

a. Buildings which are subject to the county unsafe structures board orders are not eligible to retain illegally nonconforming units under the option in subsection 118-399(1)c.

b. Units with less than 200 square feet per unit are not eligible to be retained under the option in subsection 118-399(1)c.

c. If compliance with this procedure would require the owner to make improvements totaling 50 percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the county tax assessed value for properties in the redevelopment area, the owner will not be permitted to retain the illegally nonconforming units pursuant to the option in subsection 118-399(1)c.

(4) Subsequent renovations greater than 50 percent of value of structure or replacement value. If a building comes into compliance pursuant to the option in subsection 118-399(1)c and subsequently the owner makes renovations totaling 50 percent or more of the value determination of the property if located north of Sixth Street or 50 percent or more of the replacement value for properties in the redevelopment area, the owner must bring the building into compliance with the density, parking and

floor area regulations of these land development regulations and will not be able to retain the legally nonconforming units.

SECTION 2. That Chapter 130, Entitled "Off Street Parking", Article VI, Entitled "Parking Credit System", of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 130-161. Regulations.

Whenever a Building or Use that was established prior to October 1, 1989, is changed in a manner that results in an increase in the number of required Parking spaces, the following regulations shall apply. Any Building or Use that lawfully existed on October 1, 1989, shall receive a parking space credit equal to the number of parking spaces required prior to the adoption of these land development regulations. The parking credit shall run with the land and shall be applied toward the required parking as follows:

- (1) The Parking credit shall only be applied to the area within the existing shell of the Building, unless otherwise specifically exempted in article IX of these Land Development Regulations.
- (2) Parking credits shall not be applicable to Buildings or portions of a Building that have been demolished, unless otherwise specifically exempted in article IX of these Land Development Regulations.
- (3) Parking credits in the MXE Mixed Use Entertainment District shall only be applied as of November 5, 1990. Parking credits in the Redevelopment Area shall only be applied as of the effective date of these land development regulations. Any existing Use in the MXE mixed use entertainment district or redevelopment area which has satisfied the parking requirement through participation in the parking impact fee program may have its parking impact fee adjusted for parking credits at the next due date for payment. No reimbursement or prorating shall be allowed.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED AND ADOPTED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

6-1-05
Date

First Reading: February 23, 2005

Second Reading: June 8, 2005

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

Underscore denotes new language
6/1/2005

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

Revisions to Pre-1942 Single Family Home Demolition Procedures

Issue:

Revisions to the Single Family Development Regulations, modifying the process for the additions and new construction on properties with single family homes constructed prior to 1942.


Item Summary/Recommendation:

The administration recommends that the Ordinance be denied.

Advisory Board Recommendation:

The Planning Board transmitted the proposed Ordinance, with a favorable recommendation, to the City Commission on March 29, 2005. On May 17, 2005 the Design Review Board evaluated the Ordinance and recommended approval. The Land Use and Development Committee reviewed the proposed Ordinance on April 11, 2005 and recommended denial.


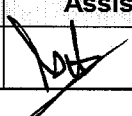
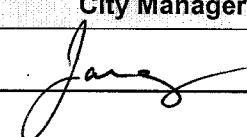
Financial Information:

Source of Funds:		Amount	Account	Approved
<div> Finance Dept.</div>	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Jorge Gomez or Thomas Mooney

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
<http://ci.miami-beach.fl.us>



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members Of The City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

FIRST READING

Subject: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING SECTION 142-108 TO REVISE THE REQUIREMENTS FOR NEW DEVELOPMENT ON SITES WITH SINGLE FAMILY HOMES CONSTRUCTED PRIOR TO 1942; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

ADMINISTRATION RECOMMENDATION

Deny the proposed Ordinance.

OVERVIEW

On December 8, 2005, the City Commission adopted comprehensive revisions to the single family development regulations section of the City Code, pertaining to demolition procedures for architecturally significant single-family homes located outside of local historic districts and sites. The following is a summary of these revisions:

1. The criteria for determining whether or not a single-family home is architecturally significant has been modified; such criteria have been expanded to include single-family homes that embody the scale, character and massing of the built context of their immediate area.
2. The criteria for partial demolition has been modified to assure the protection of front facades and architecturally significant portions of a structure, and to allow for the demolition of non-architecturally significant portions of a structure.
3. The criteria for the Building Official to make a determination regarding minimum flood elevation requirements has been eliminated; such criteria is already in the Florida Building Code and does not need to be listed in the City Code.

4. The appeal process for neighboring property owners has been modified by requiring that a subject single family home be posted at the time a request for a determination of architectural significance is made, as well as a mail notice sent to all property owners within 375' of the property. This will put neighboring property owners on notice that the review process for a home has begun, which may potentially result in the demolition of the structure. A property owner within 375' of the subject property would then have 10 days from the rendering of a decision of the Planning Department to appeal such decision; a mail notice requirement was also added.
5. The distinction between homes that are below and above minimum flood plain elevation has been eliminated; the rationale behind this change was that virtually all homes constructed prior to 1942 are below minimum flood plain elevation and very few are above it. Additionally, the review process for architecturally significant single family homes that are proposed to be demolished has been transferred from the Single Family Residential Review Board (SFRRB) to the Design Review Board (DRB). The reason for this change was to simplify and streamline the review process and the DRB is the most logical Board for such review since they will be reviewing new construction on the site and the single family structures are not part of an historic district.
6. The incentives proposed in the subject ordinance are proposed to be extended to all historic single family homes in the City.
7. All appeals of the DRB under these regulations will go to a Special Master.
8. New construction requirements were established for properties containing a single-family home constructed prior to 1942.

ANALYSIS

In order to address some potential discrepancies regarding the intent of the revisions to this section of the code, as they pertain to the review of new construction, the Planning Board has proposed modifications regarding new construction and addition to architecturally significant single family homes. Currently, the code allows the Planning Department to approve an addition or new construction of any size, if an architecturally significant single family home is substantially retained and preserved. The Planning Board has proposed that if certain thresholds for new construction are exceeded, such additions and new construction are to be approved by the Design Review Board. Specifically, the following is proposed:

- Additions to existing structures and new construction, which are less than 40% of the square footage of the existing home and are not substantially visible from the public right-of-way (excluding rear alleys), any waterfront or public parks, provided

such additions do not require the permanent alteration of architecturally significant features of the building, shall be subject to the review and approval of the Planning Department.

- Additions to existing structures and new construction, which are greater than 40% of the square footage of the existing home or are substantially visible from the public right-of-way (excluding rear alleys), any waterfront or public parks, shall be subject to the review and approval of the Design Review Board.

The Planning Board considered and transmitted the proposed Ordinance to the City Commission with a favorable recommendation on March 29, 2005. The Land Use and Development Committee reviewed the proposed ordinance on April 11, 2005 and recommended denial. The Design Review Board reviewed the proposed Ordinance on May 17, 2005 and recommended approval.

Although the proposed ordinance addresses what could potentially be very large additions to single family homes, the Land Use and Development Committee raised some very important issues. First, one of the major incentives for retaining and preserving a pre-1942 single family home was that any type of addition to a preserved structure could be approved administratively, without having to go before the Design Review Board. Second, the revised ordinance regulating pre-1942 single family homes has only been in place a short time (since December 2004), and over that time there has not been a rash of large or oversized additions to architecturally significant pre-1942 single family homes that would otherwise precipitate the types of changes proposed in the subject ordinance.

In light of the rationale and recommendation of the Land Use and Development Committee, the administration has concluded that the changes proposed in the subject ordinance are premature and should be considered at a future date, if warranted.

FISCAL IMPACT:

The fiscal impact of the proposed ordinance is expected to be negligible; in this regard, the following is noted:

- The impact on staff time is also not anticipated to be significant and, therefore, the need for additional staff is not projected.
- The impact on the Design Review Board is not anticipated to be significant, as the agenda's of the Board have been relatively small and the addition of new single family approvals, if any, is not projected to require additional staffing.

CONCLUSION:

The Administration recommends that the Mayor and City Commission deny the proposed Ordinance Amendment.

Pursuant to Section 118-164(4) of the City Code, an affirmative vote of five-sevenths shall be necessary in order to enact any amendments to the Land Development Regulations.

JMG:TH:JGG:TRM

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Pre-1942 Single Family Home Development Regulations

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 2, "SINGLE-FAMILY RESIDENTIAL DISTRICTS," BY AMENDING SECTION 142-108 TO REVISE THE REQUIREMENTS FOR NEW DEVELOPMENT ON SITES WITH SINGLE FAMILY HOMES CONSTRUCTED PRIOR TO 1942; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach (City) places a strong emphasis on the retention and preservation of existing, architecturally significant single family homes; and

WHEREAS, the Mayor and City Commission deem it appropriate to protect the significant architectural history, existing building scale, and unique character of the single family residential neighborhoods in Miami Beach; and

WHEREAS, the Mayor and City Commission have deemed it in the best interest and welfare of the City to revise the requirements and procedures for new construction on the sites of single family homes constructed prior to 1942 and located outside of a designated historic district; and

WHEREAS, the City of Miami Beach Design Review and Planning Boards strongly endorse the proposed amendments to the Single Family Residential Districts Section of the Code; and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. That Chapter 142, "Zoning Districts and Regulations," Article II, "District Regulations," Division 2, "Single Family Residential Districts," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

DIVISION 2. RS-1, RS-2, RS-3, RS-4 SINGLE-FAMILY RESIDENTIAL DISTRICTS

*

*

*

Section 142-108.

Provisions for the demolition of single family homes located outside of historic districts.

*

*

*

(g) New Construction Requirements for Properties containing a Single Family Home constructed prior to 1942.

(1.) In addition to the development regulations and area requirements of Section 142-105, as well as Section 118-252, of the Land Development Regulations of the City Code, the following regulations shall apply in the event the owner proposes to demolish an Architecturally Significant single family home constructed prior to 1942. In the event of a conflict between the provisions of Section 142-105 and Section 118-252, and the regulations below, the provisions herein shall control:

- a. The Design Review Board (DRB) shall review and approve all new construction on the subject site, in accordance with the applicable criteria and requirements of Chapter 118, Article VI, Section 251(a)1-12 of the Land Development Regulations of the City Code.
- b. The DRB review of any new structure, in accordance with the requirements of Chapter 118, Article VI, shall include consideration of the scale, massing, building orientation and siting of the original structure on the subject site, as well as the established building context within the immediate area.
- c.
 1. The overall lot coverage of proposed new buildings or structures shall not exceed the building footprint of the original structure on site, or shall be limited to the following, whichever is greater, based upon the overall size of the subject lot:
 - i. For lots less than 10,000 square feet, the lot coverage shall not exceed 30%;
 - ii. For lots greater than 10,000 square feet, but less than 25,000 square feet, the lot coverage shall not exceed 25%;
 - iii. For lots greater than 25,000 square feet, the lot coverage shall not exceed 15%.
 2. The DRB may waive the above noted lot coverage restrictions if it concludes that the retention of the architecturally significant single family home is not practical or feasible, in which case the DRB review of any request for demolition shall consider the criteria in Section 142-108(1) herein, as well as the following criteria:
 - i. Whether good cause for the demolition of the structure has been shown.
 - ii. Whether pertinent economic and financial considerations that affect the ability of the owner to renovate, restore and add on to the structure.
 - iii. Whether the structural condition of the single family home or other factors affect the feasibility of renovating, repairing or restoring the structure.
- d. In the event a new home does not exceed one-story in height, the lot coverage shall not exceed 35 percent of the lot area; for purposes of this section, a one-story structure shall not exceed twelve (12') feet in height as measured from minimum flood elevation.
- e. The above regulations shall also be a limitation on development in all lots within a single site that may be split into multiple lots or multiple lots that are aggregated into a single site, at a future date. When lots are aggregated, the greater of the footprint permitted by the lot coverage regulations, or the footprint of the larger home, shall apply.

(2.) In addition to the development regulations and area requirements of Section 142-105, of the Land Development Regulations of the City Code, the following shall apply in the event an Architecturally Significant single family home constructed prior to 1942 is substantially retained and preserved. In the event of a conflict between the provisions of Section 142-105 and Section 118-252, and the regulations below, the provisions herein shall control:

- a. The total lot coverage shall not exceed 35%.
- b. The design of any addition to the existing structure shall take into consideration the scale, massing, building orientation and siting of the original structure on the subject site. Additions to existing structures and new construction, which are less than 40% of the square footage of the existing home and are not substantially visible from the public right-of-way (excluding rear alleys), any waterfront or public parks, provided such additions do not require the permanent alteration of architecturally significant features of the building, and shall be subject to the review and approval of the Planning Department, in accordance with the Design Review criteria in Chapter 118, Article VI, of the Land Development Regulations of the City Code. The applicant, or any property owner within 375 feet of the subject property may appeal any decision under this subsection of the Planning Department to the Design Review Board, in accordance with the requirements of Chapter 118, Article VI of the Land Development Regulations of the City Code. Any such appeal shall be in writing, shall set forth the factual and legal bases for the appeal and shall be filed no later than five (5) days from the date of approval by the Planning Department.
- c. Additions to existing structures and new construction, which are greater than 40% of the square footage of the existing home or are substantially visible from the public right-of-way (excluding rear alleys), any waterfront or public parks, shall be subject to the review and approval of the Design Review Board, in accordance with the Design Review criteria in Chapter 118, Article VI, of the Land Development Regulations of the City Code.
- d. In the event the lot coverage of the existing structure exceeds 35%, no variance shall be required to retain and preserve the existing lot coverage.
- e. In the event the lot coverage of the existing structure exceeds 35%, a second level addition shall be permitted, provided it does not exceed 60% of the footprint of the existing structure; no lot coverage variance shall be required for such addition.
- f. The property owner shall not be required to pay any City Building Permit fees associated with the renovation and restoration of the existing single family home; any and all non-City impact fees and other fees shall still be required.
- g. The above regulations shall also be applicable to any single family home designated as an historic structure by the historic preservation board.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.



PASSED AND ADOPTED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney 

6-1-05
Date

First Reading: June 8, 2005
Second Reading: July 6, 2005

Verified by: _____
Jorge G. Gomez, AICP
Planning Director

6/1/2005

Underscore denotes new language

~~Strikethrough~~ denotes deleted language

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CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

Ordinance amending the Temporary Obstructions of Public Rights-of-Way Section of the City Code, to apply an alternative permit fee based on market value of adjacent properties.

Issue:

Shall City Code Section 82-151 (c) (4) be amended to include an alternative to the specified fee for the use of public rights-of-way?

Item Summary/Recommendation:

Currently, for temporary obstructions of the Public Rights-of-Way, the City Code requires a \$30 base fee per permit application plus \$0.25 per linear foot of street obstructed per day, regardless of width of the right-of-way to be closed to public access.

The existing permit fees for temporary obstructions of Public Rights-of-Way are comparable to current rental value of property discounted for right-of-ways up to nine feet (9'). However, whenever the temporary obstruction is wider than 9', the current permit fees are not comparable to the appraised value of land discounted for right-of-way use.

By the amendment to this ordinance an alternative fee option is being proposed to be applied by the Public Works Department when deemed necessary. This proposal takes into consideration the market value of the right-of-way being used by developers and/or builders and would provide a more equitable use fee.

Adopt the Ordinance on first reading and schedule a second reading and Public Hearing.

Advisory Board Recommendation:

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Financial Information:

Source of Funds:		Amount	Account	Approved
<div><div></div><div>Finance Dept.</div></div>	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Robert Halfhill, Public Works 6833

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2005\Jun0805\Regular\ROW Permit Fee Sum.doc

AGENDA ITEM

R56

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

FIRST READING

Subject: **AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE USE OF PUBLIC PROPERTY REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE IV, "USES IN PUBLIC RIGHTS OF WAY," DIVISION 2 "TEMPORARY OBSTRUCTIONS" SECTION 82-151 (c) (4), TO APPLY AN ALTERNATIVE PERMIT FEE BASED ON MARKET VALUE OF ADJACENT PROPERTIES INSTEAD OF THE SPECIFIED FEE FROM APPENDIX "A", IF PUBLIC WORKS DEPARTMENT DETERMINES THAT THE TEMPORARY USE, CLOSURE OR OCCUPATION OF THE RIGHT-OF-WAY WILL DISRUPT, HINDER OR IMPEDE PUBLIC ACCESS OR USE OF THE RIGHT-OF-WAY; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.**

ADMINISTRATION RECOMMENDATION

Adopt the Ordinance on First Reading and schedule a Second Reading and Public Hearing.

ANALYSIS

The City Code requires a fee to accompany each application for a permit to obstruct or use the City streets. These fees which amount to a \$30 base fee per application plus \$0.25 per linear foot of street obstructed per day were determined in Ordinance # 92-2795 passed and adopted on September 16, 1992.

The City has applied this permit fee to private developments who have requested the use of adjacent streets and/or sidewalks during the construction of their project. The usual blockages of right-of-ways have been ranging from blocking the width of a sidewalk on one side of a street to blocking a full lane or two in addition to a sidewalk, and for durations as long as eighteen months.

As the area of right-of-way affected and the duration of usage by these developments have increased, especially in areas where land is of prime value, obstructions and disruptions to the public and traffic has been significant. The developments are making full use of their lot coverage in these prime areas resulting in requiring the use of larger areas of the right-of-way for extended periods during the construction of the development.

Under such circumstances, it has been determined that the permit fees charged by the City for the use or obstruction of right-of-way are not equitable with the fair market rental values of the real property. If a developer needed to rent an abutting privately owned real property for a year, the rental of such property would be at the fair market rental value.

Appraisal First Inc. in an appraisal report of right-of-way property located at South Pointe Drive and Ocean Drive concluded that a fair market rental value for this right-of-way would be \$10.53 per square foot, or \$0.26 per linear foot of a 9 foot wide right-of-way. The table below illustrates that the existing permit fee structure of \$0.25 per linear foot is equitable to the estimated fair market value of single travel or parking lane.

Length	Width	Square Ft.	Rate	Unit of Measure	Term (days)	Annual Rent
457	9	4,113	\$10.53	Square Ft.	365	\$43,309.89
457	9	4,113	\$.25	Linear Ft.	365	\$41,701.25

However, when the \$0.25 per linear foot rate is applied to a situation where multiple lanes or a wider than 9 foot right-of-way are rented the disparity becomes evident. The table below illustrates how the annual rent calculated using the current fee of \$0.25 per linear foot would be below the appraised fair market value.

Length	Width	Square Ft.	Rate	Unit of Measure	Term (days)	Annual Rent
457	23	10,511	\$10.53	Square Ft.	365	\$110,680.83
457	23	10,511	\$.25	Linear Ft.	365	\$41,701.25

Increases in the market value rates extend beyond one year would be adjusted in accordance with the Consumer Price Index for Miami.

FISCAL IMPACT

The proposed Ordinance would provide compensation for the use of the land in keeping with the fair market value.

CONCLUSION

The Administration recommends that the Mayor and City Commission adopt the proposed Ordinance Amendment and schedule a second reading public hearing for July, 2005.

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE USE OF PUBLIC PROPERTY REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 82, "PUBLIC PROPERTY," ARTICLE IV, "USES IN PUBLIC RIGHTS OF WAY," DIVISION 2 "TEMPORARY OBSTRUCTIONS" SECTION 82-151 (c) (4), TO APPLY AN ALTERNATIVE PERMIT FEE BASED ON MARKET VALUE OF ADJACENT PROPERTIES INSTEAD OF THE SPECIFIED FEE FROM APPENDIX "A", IF PUBLIC WORKS DEPARTMENT DETERMINES THAT THE TEMPORARY USE, CLOSURE OR OCCUPATION OF THE RIGHT-OF-WAY WILL DISRUPT, HINDER OR IMPEDE PUBLIC ACCESS OR USE OF THE RIGHT-OF-WAY; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Code requires a fee to accompany each application for a permit to obstruct or use the City streets in the amount of \$30 base fee per application plus \$0.25 per linear foot of street obstructed per day, as per Ordinance #92-2795 passed and adopted on September 16, 1992 ; and

WHEREAS, at the time this Ordinance was adopted, the fees per linear foot applied only to a street closure or occupation of moderate impact to traffic and the public; and

WHEREAS, due to construction of large developments making full use of their lot coverage in high density commercial and residential areas result in wider and more extended use of the right-of-way during the construction of the development; and

WHEREAS, the City has determined that charging a permit fee based on linear footage does not represent a fair and equitable market value for the ground usage for extended periods and wider areas of the right-of-way, specially in areas where land is of prime value, and obstructions and disruptions to the public and traffic are significant; and

WHEREAS, the Administration recommends this Ordinance to provide an alternative to the scheduled fees in the City Code in the event that an application is presented to Public Works where it is appropriate, based upon the above premises, to require a fee based on the fair market value of the public property being occupied.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. That Chapter 82, "Public Property", Article IV, "Uses in Public Rights-of-Way", Division 2 "Temporary Obstructions", Section 82-151 (c) (4) of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Section 82-151

* * *

(c) Permit requirements. Permits for temporary obstruction of the public right-of-way shall be issued within ten days of the filing of a completed application and upon completion of the following requirements:

* * *

(4) A fee as specified in appendix A shall accompany each application. Additionally any cost for obstructing of metered parking spaces will be determined as a separate cost by the metered parking director and must be deposited with the city prior to issuance of a permit. Alternatively, instead of a fee as specified fee in Appendix A, if the Public Works Department determines that the temporary closure will significantly impact the surrounding neighborhood, or will disrupt, hinder or impede public access, the Public Works Department may impose an alternative permit fee based on the market value of the area to be closed or occupied pursuant to a certified appraisal. Notwithstanding the method applied, the developer shall be subject to the higher of the two fee structures.

SECTION 2. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 3. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.


PASSED AND ADOPTED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

6/7/05
Date

First Reading: May 18, 2005
Second Reading: June 8 , 2005

Underscore denotes new language

06/02/2005

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution of the Mayor and City Commission of the City of Miami Beach, Florida, following a duly noticed Preliminary Public Hearing, evaluating the merits of a proposed La Gorce Island Neighborhood Conservation District and directing the Planning Department to continue the NCD designation process.

Issue:

Shall the Mayor and City Commission approve the resolution directing the Planning Department to continue the designation process?

Item Summary/Recommendation:

Pursuant to City Code section 118-705(b)(3), regarding the procedures for adopting specific NCD overlay districts, following the preliminary public hearing at which the merits of a proposed La Gorce NCD will be evaluated, the City Commission shall determine whether to continue the NCD designation process.

In recognizing the La Gorce Island (*homeowners*) Association's significant interest in revitalizing the island's signature Royal Palm and Silver Date Palm lined streets as well as conserving vistas established by certain aspects of its development pattern, the Administration recommends approving the resolution to continue the NCD designation process with community workshops to be sponsored by the Association.

Advisory Board Recommendation:

The Historic Preservation Board formally initiated the NCD adoption process regarding the proposed district following a discussion held April 12, 2005, with representatives of the La Gorce Island Association.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 50px; height: 50px; display: flex; align-items: center; justify-content: center;"> </div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Jorge G. Gomez, Planning Director/ Reuben N. Caldwell, Senior Planner

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7A
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PRELIMINARY PUBLIC HEARING PURSUANT TO CITY CODE SECTION 118-705, EVALUATING THE MERITS OF A PROPOSED LA GORCE ISLAND NEIGHBORHOOD CONSERVATION DISTRICT, AND DIRECTING THE PLANNING DEPARTMENT TO CONTINUE THE NCD DESIGNATION PROCESS.**

ADMINISTRATION RECOMMENDATION

The Administration requests that the City Commission direct the Planning Department to continue the process relative to creating a La Gorce Island NCD.

BACKGROUND

The proposed district, which encompasses La Gorce Island in its entirety and includes its access bridge, is generally bounded by the bulkhead line of the Indian Creek waterway to the east, the bulkhead line of Biscayne Bay to the north and to the west, and the bulkhead line of the La Gorce canal to the south.

The La Gorce Island Association, Inc., sponsored two (2) homeowner meetings, held on June 21, 2004, and February 24, 2005, at which the members present recognized a need to better safeguard the island's distinctive character. In particular, their discussions focused on methods by which to revitalize the island's signature Royal Palm and Silver Date Palm lined streets as well as conserve vistas established by certain aspects of its development pattern. In their endeavor to address these issues, the Association identified the City's recently adopted Neighborhood Conservation District designation as the most appropriate method toward maintaining the island's special character and a resolution of the La Gorce Island Association, dated May 4, 2005, testifying to the significant homeowner interest involved has been attached.

PRELIMINARY EVALUATION

La Gorce Island is reflective of an enduring archipelagic residential experience indicative of the City's remarkable visionary past. Referring to the attached brief history, the Island as originally planned and built in 1924 by The Miami Beach Bayshore Company, a Carl Fisher holding, and further developed in the 1930s by the Frederick Maytag interests, remains distinguished by its majestic yet serene park like ambience. This is primarily due to the combination of expansive, largely unobstructed swale areas to either side of the island's narrow roadways, each vertically heightened by the continuity of a colonnade or *allée* of

mature Royal Palms. This valuable characteristic is further bolstered by private residences which, until only recently, have respected established sight lines when viewed from the island's streets. Therefore, it is with significant regard to maintain these attributes that the general intent of the proposed district will be to establish protective legislative elements which nurture the island's pristine ensemble. It is contemplated that these may include zoning overlays, zoning revisions and design guidelines for the La Gorce Island neighborhood to be known as the La Gorce Island Neighborhood Conservation District.

The objectives of the proposed NCD should strive to achieve the following:

- 1) Enhance the public *rights-of-way* throughout the Island by preserving, revitalizing and maintaining the historic configuration of the unobstructed Royal Palm and Silver Date Palm lined swale areas.
- 2) Maintain the meaningful connection between the gradient from public to private open spaces.
- 3) Preserve established neighborhood vistas to the greatest extent possible by maintaining the prevailing building height and setback standards as viewed from the street.
- 4) Maintain and enhance the property values of adjacent structures through sympathetic redevelopment scenarios which do not necessitate speculative "teardown" scenarios.

In achieving the objectives of this NCD, the effect of the proposed La Gorce Island district designation may be to:

- 1) Create an illustrative island master plan to accurately inform and streamline the development review process with regard to landscape improvement and development projects.
- 2) Refine certain aspects of the existing RS-2 and RS-3 zoning regulations through the NCD overlay to better address the prevailing neighborhood development pattern.
- 3) Enact district specific design guidelines to maintain the special island character of the neighborhood and enhance the integrity of its historic streetscape plan.

Finally, if the City Commission chooses to continue the NCD process, and allow the NCD plan to be developed through consensus building workshops with the homeowners, the Association has determined that it will retain the services of a private professional design and planning firm to facilitate the community workshops and assist the Planning Department in developing the NCD Plan.

HISTORIC PRESERVATION BOARD ACTION

In accordance with City Code section 118-705(a)(1), the Historic Preservation Board formally initiated the NCD adoption process regarding the proposed district by a vote of (6-0) in favor, following a discussion held April, 12, 2005, at the request of the Miami Design Preservation League and representatives of the La Gorce Island Association, Inc.

CITY COMMISSION ACTION

In accordance with City Code section 118-705(b)(1), the City Commission approved Resolution No. 2005-25888, on May 18, 2005, thereby setting the June 8, 2005, preliminary public hearing.

CONCLUSION

In accordance with City Code section 118-705(b)(3), if the City Commission chooses to continue the NCD process, it shall direct the Planning Department to prepare a draft neighborhood conservation district plan and development regulations in collaboration with the property owners from the neighborhood. A resolution formally requesting this City Commission action has been included herein.

Attachments:

JMG/TH/JGG/WHC/RNC

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PRELIMINARY PUBLIC HEARING PURSUANT TO CITY CODE SECTION 118-705, EVALUATING THE MERITS OF A PROPOSED LA GORCE ISLAND NEIGHBORHOOD CONSERVATION DISTRICT, AND DIRECTING THE PLANNING DEPARTMENT TO CONTINUE THE NCD DESIGNATION PROCESS.

WHEREAS, the City Commission adopted a Neighborhood Conservation District (NCD) enabling ordinance toward addressing the unique planning issues impacting certain neighborhoods within the City; and

WHEREAS, the La Gorce Island Association, Inc., at two (2) homeowner meetings held on June 21, 2004, and February 24, 2005, recognized the need to conserve certain aspects of the island's historic streetscape and development pattern and identified the City's NCD designation as the most appropriate method to address these issues; and

WHEREAS, the Historic Preservation Board following a discussion held April, 12, 2005, with representatives of the La Gorce Island Association, Inc., relative to creating a neighborhood conservation district for the island, voted (6-0) in favor, to initiate the process of adopting a La Gorce Island Neighborhood Conservation District; and

WHEREAS, in accordance with Miami Beach City Code section 118-705(b)(1), the City Commission approved Resolution No. 2005-25888, on May 18, 2005, thereby setting a preliminary public hearing for June 8, 2005, in order to consider the benefits of the proposed NCD and determine whether to continue the NCD designation process.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Planning Department is directed to continue the NCD designation process in accordance with City Code section 118-705(b)(3), and that a draft La Gorce Island Plan shall be developed in collaboration with the property owners.

PASSED and ADOPTED this ____ day of _____, 2005.

ATTEST:

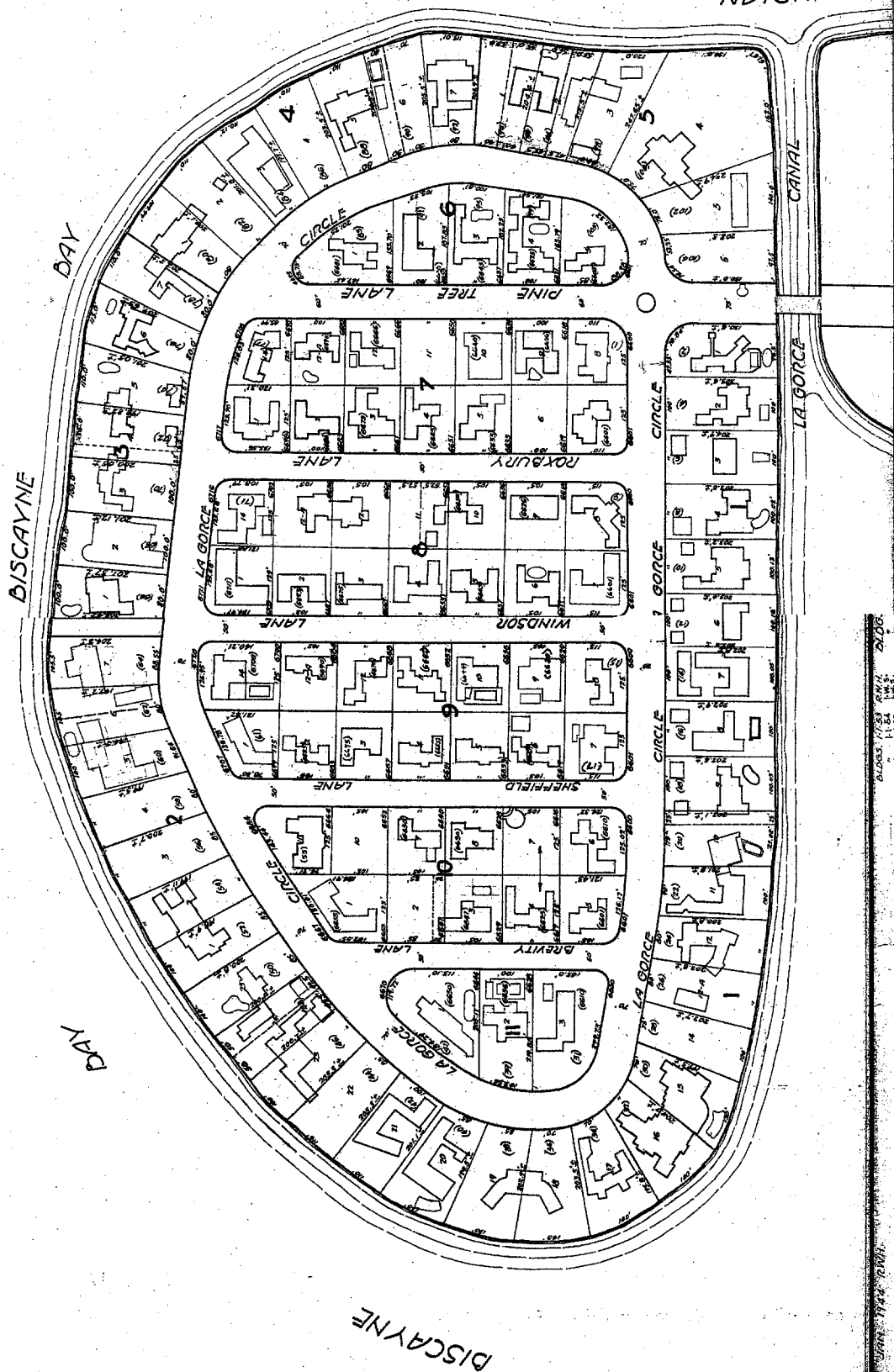
Mayor David Dermer

City Clerk

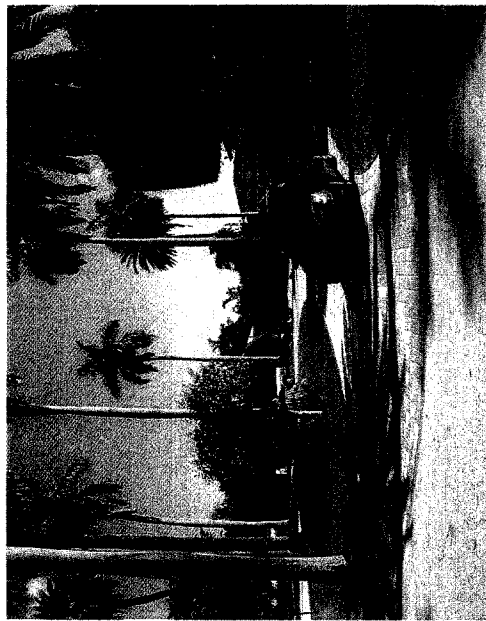
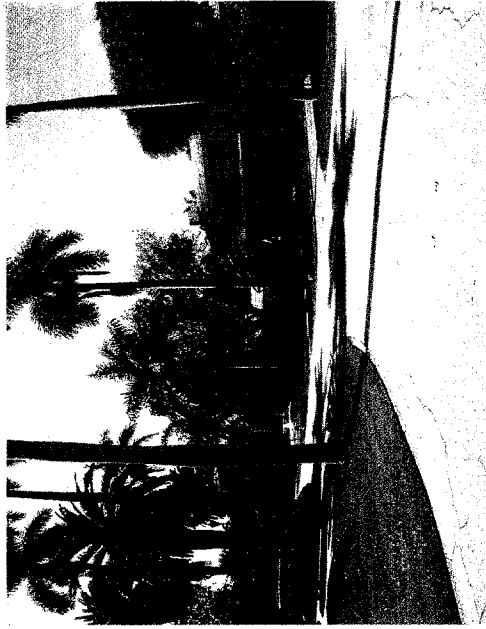
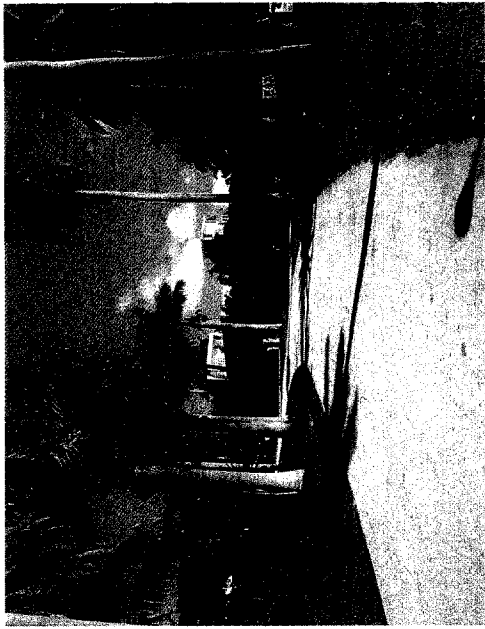
APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

M. Halulu 5-23-05
City Attorney SA Date





LA GORGE ISLAND. BLOCKS 1, 10, 11 (34-83). BLOCK 2 (40-64). BLOCK 9 (40-60).



HISTORY OF LAGORCE ISLAND

In 1924, The Miami Beach Bayshore Company, a Carl Fisher Company, built *LaGorce Island*. The Island was named by Mr. Fisher to honor his close personal friend, Dr. John Oliver LaGorce, of Washington, D.C., President of the National Geographic Magazine Company. In 1934, the streets were ceded to the City of Miami Beach. In 1936, Mr. Frederick Maytag purchased the Island along with Mr. Quackenbush as his partner and General Manager. This operation was carried out under the name of *LaGorce Island, Inc.*

The development of *LaGorce Island* by the Maytag interests was done in the same year of 1936. The C.D. Wagstaff Co. of Evanston, Illinois did the landscaping. The planting consisted of 386 Royal Palms and over 775 Silver and Date Palms. Eighteen and twenty foot lanes were built with parkways from fifteen to twenty-five feet wide on each side of the lanes. The master landscaping plan called for one Royal Palm at suitable intervals, and on each side of the Royal Palm was placed a Date or Silver Palm. This plan has been consistently adhered to, and for this reason, the Island residents are not permitted to do any planting in the parkways.

The highest point on LaGorce Island is 6.2 feet and its lowest point is 5.42 feet. As there is very little fall to drain off excess water, no topsoil is permitted on the parkways. Topsoil would fill in the drainage ditches and prohibit their proper functioning.

Until 1946, LaGorce Island, Inc. maintained the parkways at no charge to the residents. As sufficient lots had been sold off by 1946, it was no longer justifiable for *LaGorce Island, Inc.* to continue to maintain the parkways at their expense. Thus was born the *LaGorce Island Association, Inc.* which assumed this responsibility via assessments levied on the residents and property owners on the Island. The first assessment was in the amount of \$150.00 for each lot. In addition, the residents were charged with the responsibility for maintaining that portion of the parkway that lay within their own property.

The duties of the *LaGorce Island Association* increased to such a point that, in 1953, It purchased the office and service buildings used by the Maytag interests to provide office and maintenance facilities as well as a Board Room for the Association to conduct its business.

La Gorce Island Association, Inc.**Resolution for Designation of La Gorce Island as a "Neighborhood Conservation District"****4 May 2005**

WHEREAS, the La Gorce Island Association, Inc. called for a Special Meeting of the Board of Directors and Homeowners of La Gorce Island ("LGI" hereafter) on 21 June 2004 for the purpose of discussing and reviewing the possible designation of LGI as a Neighborhood Conservation District ("NCD" hereafter) pursuant to that certain proposed City of Miami Beach Ordinance dated January 2004 (in "Draft Form" at such time);

Moreover, at the meeting, Mr. Victor Diaz, resident of LGI and Chairman of the City of Miami Beach Planning Board made a presentation which was followed by a discussion and then by a call for a show of hands resulting in the overwhelming majority (*including developer and owner of 94 La Gorce Circle*) demonstrating a desire to pursue the NCD process for LGI. Objections were noted by only three (3) of the many residents in attendance that evening.

WHEREAS, the LGI Association, Inc. had been made aware of the passage of the aforementioned City of Miami Beach Ordinance (No. 2004-3457) in September 2004 and it subsequently noticed the NCD matter as an agenda item for its upcoming LGI Annual Membership Meeting held 24 February 2005; and,

Moreover, at this meeting which was very well-attended by the membership, including some who had opposed the matter previously, and there were no objections whatsoever noted for the possible designation of LGI as an NCD.

WHEREAS, the members of the La Gorce Island Association, Inc. have expressed an interest in the designation process and the ability to participate in the workshops to implement the NCD,

NOW THEREFORE, THE BOARD OF DIRECTORS OF LA GORCE ISLAND ASSOCIATION, INC. HEREBY ADOPTS AND APPROVES THE FOLLOWING RESOLUTION:

RESOLVED, that the NCD process as initiated by the City of Miami Beach Historic Preservation Board on 12 April 2005 be hereby approved for the designation of La Gorce Island as a Neighborhood Conservation District under City of Miami Beach Ordinance No. 2004-3457 so that the NCD process can enable workshops and the implementation of an NCD deemed appropriate by the members of the La Gorce Island Association, Inc. and the homeowners of La Gorce Island.

LA GORCE ISLAND ASSOCIATION, INC.

By: 

Esther Egozi Choukroun, President



CITY OF MIAMI BEACH

NOTICE OF PRELIMINARY PUBLIC HEARING

PROPOSED LA GORCE ISLAND NEIGHBORHOOD CONSERVATION DISTRICT

NOTICE IS HEREBY GIVEN, that a preliminary public hearing pursuant to Code Section 118-705 will be held by the Mayor and City Commission of the City of Miami Beach, Florida, on **Wednesday, June 8, 2005, at 5:01 p.m., or as soon thereafter as possible, in the City Commission Chambers**, Third Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida.

At this preliminary public hearing the City Commission will evaluate the merits of a proposed La Gorce Island Neighborhood Conservation District and determine whether to continue the designation process.

As previously discussed at two homeowner meetings sponsored by the La Gorce Island Association, Inc., the general intent of the proposed district will be to revitalize the island's signature Royal Palm and Silver Date Palm lined streets as well as conserve vistas established by certain aspects of its development pattern. The proposed district encompasses La Gorce Island in its entirety and the properties which may be included are shown on the map in this advertisement.

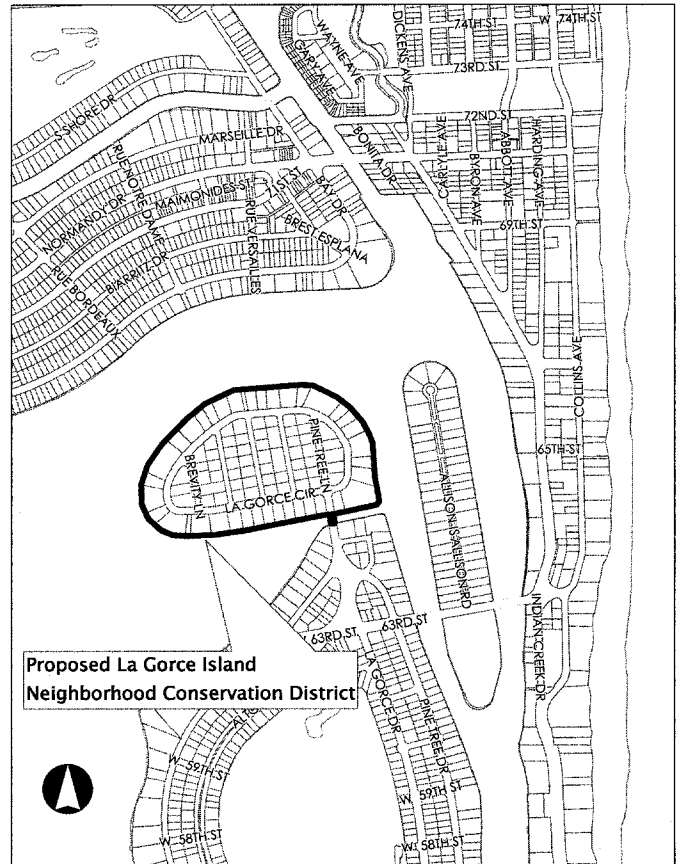
All persons are invited to appear at this meeting or be represented by an agent, or to express their views in writing addressed to the Miami Beach City Commission c/o the City Clerk, 1700 Convention Center Drive, First Floor, City Hall, Miami Beach, Florida 33139.

All related materials regarding the proposed Neighborhood Conservation District are available for public inspection during normal business hours in the City Clerk's Office. Inquiries may be directed to the Planning Department at (305) 673-7550. The hearing on this preliminary evaluation and recommendation may be continued at this meeting and, under such circumstances, additional legal notice would not be provided. Any person may contact the City Clerk's Office at (305) 673-7411 for information as to the status of the preliminary evaluation and recommendation as a result of the meeting.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: If a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City of the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).





CITY OF MIAMI BEACH

NOTICE OF PRELIMINARY PUBLIC HEARING

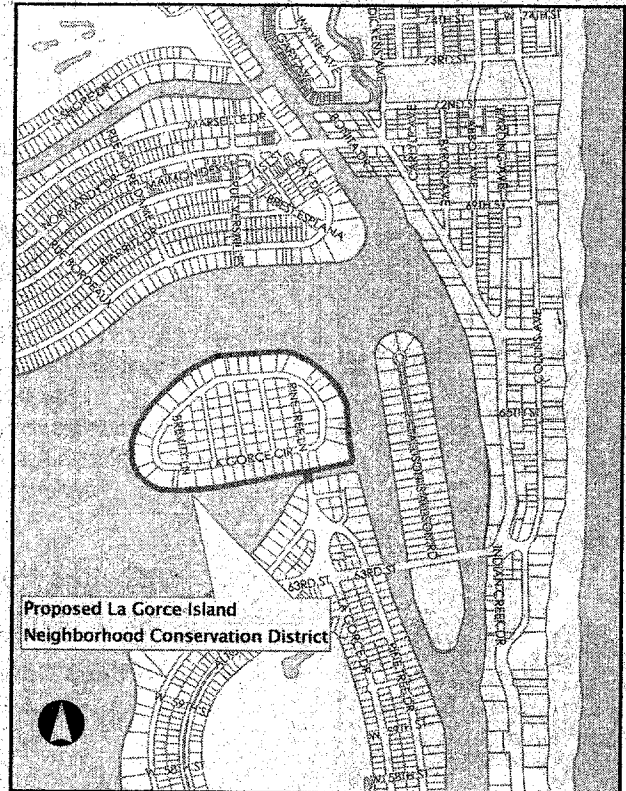
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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Proposed amendment to FY 2004-05 Electrowave (EW) Operating Budget:

1. Resolution authorizing appropriation and transfer of \$230,045 in FY 2003-04 Undesignated Parking Enterprise Fund Balance to the FY 2004-05 EW Budget, subject to determination that the Parking Fund has met all debt covenants for FY 2003-04.
2. Resolution authorizing the appropriation of \$34,564 in People's Transportation Plan (PTP) funds and authorizing an amendment to the FY 2005 Electrowave (EW) Operating Budget, in the amount of \$264,609, to fund additional cost of operating an all-electric fleet, in lieu of the planned six diesel/one electric bus service.

Issue:

Shall the City amend FY 2005 EW Budget and appropriate additional Undesignated Parking Enterprise Fund Balance and PTP funds for the purpose?

Item Summary/Recommendation:

Resolution No. 2004-25705, 9/28/04, adopted a FY 2004-05 EW Budget at \$2,058,935. This budget was \$277,065 smaller than the previous year (\$2,336,000), predicated on a shuttle route operation that would utilize 6 diesel buses and 1 electric bus, beginning January 2005. Due to the impending shuttle service transfer to Miami-Dade Transit (MDT) jurisdiction, the City diesel bus procurement was cancelled, and the EW operation continued with an all-electric fleet.

The financial implications of operating an all-electric fleet throughout the fiscal year are projected to be as follows:

- Incremental Operational Costs.....\$180,000
- Added electricity cost at approximately \$ 26,609
- Additional pay for 2 mechanics working overtime to replace manpower lost due to impending transfer of service to MDT \$ 50,000
 For an additional all electric fleet cost of \$256,609
- Plus unpredicted County parking decal charges for 20 EW employees/additional park-and-ride cost from/to Watson Isl. during construction on Terminal Island. \$ 8,000 (\$4,838 for decals)

For a total proposed budget amendment at \$264,609

The amendment will bring the FY 2005 EW Budget up to \$2,323,544. This figure is smaller than last year's adopted budget, and only \$51,721 more than last year's actual expenditures, or an increase of 2.225% over last year's actual cost.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div> Finance Dept.	1	\$230,045 PEF	480.0050.000491
	2	\$ 34,564 PTP	187.8000.312910
	3		
	4		
	Total	\$264,609	

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM R7B
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **PROPOSED AMENDMENT TO FY 2004-05 ELECTROWAVE BUDGET:**

1. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION AND TRANSFER OF \$230,045 FROM FISCAL YEAR (FY) 2003-04 UNDESIGNATED PARKING ENTERPRISE FUND BALANCE TO THE FY 2004-05 ELECTROWAVE SHUTTLE OPERATING BUDGET; SUBJECT TO THE DETERMINATION BY THE CITY ADMINISTRATION THAT THE PARKING FUND HAS MET ALL DEBT COVENANTS FOR FY 2003-04.
2. A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$34,564 IN PEOPLE'S TRANSPORTATION PLAN (PTP) FUNDS AND APPROVING AND AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR (FY) 2004-05 OPERATING BUDGET FOR THE ELECTROWAVE (EW) SHUTTLE SERVICE, IN THE AMOUNT OF \$264,609 TO FUND THE ADDITIONAL COST OF OPERATING AN ALL-ELECTRIC SHUTTLE SERVICE, IN LIEU OF THE PLANNED SIX (6) DIESEL AND ONE (1) ELECTRIC BUS SERVICE; BRINGING THE TOTAL FY 2004-05 EW OPERATING BUDGET TO \$2,323,544.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Resolution No. 2004-25705, dated September 28, 2004, adopted a FY 2004-05 Operating Budget for the Electrowave (EW) Shuttle Service at \$2,058,935. This budget was \$277,065 less than the previous year (\$2,336,000), predicated on a shuttle route operation that would utilize six (6) diesel buses and one (1) electric bus, beginning January 2005. However, due to on-going negotiations to transfer the shuttle service to Miami-Dade Transit (MDT) jurisdiction, the City diesel bus procurement was cancelled, and the EW operation continued with the all-electric fleet.

Resolution No. 2005-25830, dated February 23, 2005, authorized the administration to enter into negotiations for an interlocal agreement with Miami-Dade Transit for the

operation and maintenance of the Electrowave shuttle service. The anticipated implementation date for this agreement is October 1, 2005. As part of this agreement the Miami-Dade Transit would purchase new buses and perform maintenance. This resulted in the City canceling its order for new buses and required the continued operation of the current electric buses through the end of the Fiscal Year 04/05. This action will provide funding to operate the Electrowave for the remainder of the fiscal year.

The financial implications of operating an all-electric fleet throughout the fiscal year are projected to be as follows:

▪ Incremental Operating Costs.....	\$180,000
▪ Added electricity cost at approximately	\$ 26,609
▪ Additional pay for 2 mechanics working overtime to replace manpower lost due to impending transfer of service to MDT	<u>\$ 50,000</u>
For an additional all-electric fleet cost of	\$256,609
▪ Plus unpredicted County parking decal charges for 20 EW employees & additional park-and ride costs to/from Watson Island during the construction on Terminal Island on Watson Island (parking decals alone being \$4,838)	<u>8,000</u>
For a total proposed budget amendment at	\$264,609

The following comparison among the FY 2004 and FY 2005 EW Budgets for the operation of the same shuttle route with the same number of electric vehicles shows that this proposed \$264,609 mid-year budget amendment is appropriate:

▪ Adopted FY 2003-04 EW Operating Budget	\$2,336,000
Actual FY 2003-04 EW expenditures	\$2,271,823 (12-month electric bus operation)
▪ Adopted FY 2004-05 EW Operating Budget	\$2,058,935 (12-month all electric operation)
Total estimated expenditures thru May 2005	<u>\$1,499,200</u> (8 months)
FY 2004-05 budget balance as of May 31	\$ 559,735 (4 months)
Total funds needed for the next 4 months	<u>\$ 824,344</u>
Total proposed budget amendment:	\$ 264,609

The proposed amendment brings the FY 2005 EW Budget up to \$2,323,544. This projected figure is smaller than last year's adopted budget, and only \$51,721 more than last year's actual expenditures, or an increase of 2.225% over last year's actual cost.

Proposed funding sources:

- Miami-Dade Transit has projected that Miami Beach will receive \$2,672,812 in People's Transportation Plan (PTP) funds collected in FY 2004-05, to be utilized as follows: \$2,138,254 (80%) for transportation projects, and \$534,564 for transit projects. Resolution No. 2004-25705, dated September 28, 2004 already appropriated \$500,000 of the above transit share for the FY 2004-05 Electrowave Budget. A \$34,564 still needs to be appropriated.
- The original Parking Fund contribution to the FY 2004-05 EW Budget was \$1 million. Subsequently, Resolution No. 2004-25747, dated December 8, 2004, increased the Florida Department of Transportation (FDOT) contribution by \$50,000. The Resolution appropriated the funds as part of the budget, and reduced the Parking Fund contribution down to \$950,000. With this amendment, the total Parking Fund contribution to the FY 2004-05 EW Budget would go up to \$1,180,045

Therefore, the following appropriations are proposed:

Additional PTP Funds in the amount of	\$ 34,564
Additional Parking Enterprise Funds at	<u>\$230,045</u>
For a total amended cost of	\$264,609

Attachments: Resolution No. 2004-25704, 09/28/04, appropriating Parking Funds
 Resolution No. 2004-25705, 09/28/04, adopting 2004-05 EW Budget
 Resolution No. 2004-25747, 12/08/04, reducing Parking Fund contribution

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION AND TRANSFER OF \$230,045 FROM THE FISCAL YEAR (FY) 2003-04 UNDESIGNATED PARKING ENTERPRISE FUND BALANCE TO THE FISCAL YEAR 2004-05 ELECTROWAVE OPERATING BUDGET; SUBJECT TO THE DETERMINATION BY THE CITY ADMINISTRATION THAT THE PARKING FUND HAS MET ALL DEBT COVENANTS FOR FISCAL YEAR 2003-04.

WHEREAS, for the last five fiscal years, the Parking Fund has been a major source of recurring local funds for the annual Electrowave (EW) Operating Budget; and

WHEREAS, Resolution No. 2004-25704, dated September 28, 2004, appropriated \$1 million in Parking Funds toward the \$2,058,935 Fiscal Year (FY) 2004-05 EW Budget; and

WHEREAS, Resolution No. 2004-25747, dated December 8, 2005, appropriated \$50,000 in additional Florida Department of Transportation funds for the EW Budget, and reduced by \$50,000 the Parking Fund contribution to the same Budget; and

WHEREAS, Resolution No. 2004-25747 also stated that in the event the adopted budget were proved insufficient to cover all shuttle expenditures, added funding would be requested from the City Commission later in the fiscal year; and

WHEREAS, the adopted FY 2004-05 EW Budget was \$277,065 smaller than the previous year budget, predicated on a shuttle route operation that would utilize six (6) diesel buses and one (1) electric bus, beginning January 2005; and

WHEREAS, due to the impending transfer of shuttle service jurisdiction from Miami Beach to Miami-Dade Transit (MDT), the City diesel bus procurement was cancelled, forcing the service to continue operating a more expensive all-electric bus fleet, thereby causing a projected budget shortfall at \$264,609 for the remainder portion of the fiscal year; and

WHEREAS, the appropriation and transfer of \$230,045 in Undesignated Parking Enterprise Fund Balance, would help cover most of the \$264,609 cost of the proposed FY 2004-05 EW Budget Amendment.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the appropriation and transfer of \$230,045 from the Fiscal Year (FY) 2003-04 Undesignated Parking Enterprise Fund Balance to the FY 2004-05 Electrowave Operating Budget; subject to the determination by the City Administration that the Parking Fund has met all debt covenants for FY 2003-04.

PASSED AND ADOPTED this the _____ day of _____, 2005.

ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney



Date

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF \$34,564 IN PEOPLE'S TRANSPORTATION PLAN (PTP) FUNDS AND APPROVING AND AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR (FY) 2004-05 OPERATING BUDGET FOR THE ELECTROWAVE (EW) SHUTTLE SERVICE, IN THE AMOUNT OF \$264,609 TO FUND THE ADDITIONAL COST OF OPERATING AN ALL-ELECTRIC SHUTTLE SERVICE, IN LIEU OF THE PLANNED SIX (6) DIESEL AND ONE (1) ELECTRIC BUS SERVICE; BRINGING THE TOTAL FY 2004-05 EW OPERATING BUDGET TO \$2,323,544.

WHEREAS, Resolution No. 2004-25705, dated September 28, 2004, adopted a Fiscal Year 2004-05 Operating Budget for the Electrowave (EW) Shuttle Service at \$2,058,935 (the Budget); and

WHEREAS, the Budget was \$277,065 smaller than the previous year (\$2,336,000), predicated on a shuttle route operation that would utilize six (6) diesel buses and one (1) electric bus, beginning January 2005; and

WHEREAS, due to a negotiated transfer of shuttle service jurisdiction from Miami Beach to Miami-Dade Transit (MDT), the City diesel bus procurement was cancelled, and the EW continued operating the more expensive all-electric bus fleet, instead;and

WHEREAS, the financial implications of operating an all-electric fleet throughout the fiscal year are projected to be as follows:

Added spare parts and inventory costs at approximately	\$180,000
Added electricity cost at approximately	\$ 26,609
Increased employee park-and ride costs	\$ 8,000
Additional pay for 2 mechanics working overtime to replace manpower lost due to impending transfer of service to MDT	<u>\$ 50,000</u>
For a total proposed amended cost of	<u>\$264,609</u>

;and

WHEREAS, a comparison of FY 2003-04 and FY 2004-05 EW Budgets for the operation of the same shuttle route with the same number of electric buses shows that the proposed \$264,609 mid-year budget amendment is appropriate; and

WHEREAS, the proposed funding sources for the budget amendment are the People's Transportation Plan (PTP) Fund and the Undesignated Parking Enterprise Fund Balance.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, resolution of the Mayor and City Commission of the City of Miami Beach, Florida authorizing the appropriation of \$34,564 in People's Transportation Plan (PTP) funds and approving and authorizing an amendment to the Fiscal Year (FY) 2004/2005 operating budget for the Electrowave Shuttle Service in the amount of \$264,609 to fund the additional cost of operating an all electric shuttle service in lieu of the planned six (6) diesel and one (1) electric bus service; bringing the total FY2004/05 Electrowave operating budget to \$2,323,544.

PASSED AND ADOPTED this the _____ day of _____, 2005.

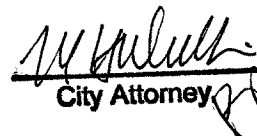
MAYOR

ATTEST:

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 6-3-05
City Attorney Date

RESOLUTION NO. 2004-25704

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF \$1 MILLION FROM THE FISCAL YEAR (FY) 2004-05 PARKING FUND BUDGET TO THE FISCAL YEAR 2004-05 LOCAL SHUTTLE (PREVIOUSLY KNOWN AS THE ELECTROWAVE SHUTTLE) OPERATING BUDGET; SUBJECT TO THE DETERMINATION BY THE CITY ADMINISTRATION THAT THE PARKING FUND HAS MET ALL DEBT COVENANTS FOR FISCAL YEAR 2003-04.

WHEREAS, for the last four fiscal years, the Parking Fund has been the major source of recurring local funds for the Local Shuttle (previously known as the Electrowave Shuttle) Operating Budget; and

WHEREAS, the proposed Parking Fund contribution of \$1 million would fund 48.57% of the Fiscal Year (FY) 2004-05 Local Shuttle Operating Budget, while other combined sources would fund the remaining 51.43%; and


WHEREAS, these Parking funds would also provide the required local match to the outside funds made available for Shuttle operations; and

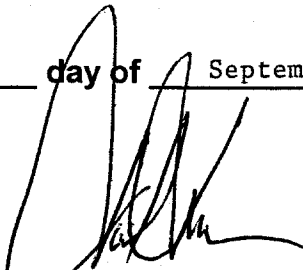
WHEREAS, the Parking Fund is the appropriate source of local funds for the Shuttle, due to the fact that organized park-and-ride shuttle programs are the most effective and reliable congestion mitigation tool available to South Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the transfer of \$1 million from the Fiscal Year (FY) 2004-05 Parking Fund Budget to the Fiscal Year 2004-05 Local Shuttle (previously known as the Electrowave Shuttle) Operating Budget; subject to the determination by the City Administration that the Parking Fund has met all debt covenants for Fiscal Year 2003-04.

PASSED AND ADOPTED this 28th day of September, 2004.


ATTEST:


CITY CLERK


MAYOR

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

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City Attorney 9-23-04
Date

RESOLUTION NO. 2004-25705

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND ADOPTING THE FISCAL YEAR (FY) 2004-05 OPERATING BUDGET FOR THE LOCAL SHUTTLE SERVICE, PREVIOUSLY KNOWN AS ELECTROWAVE, IN THE AMOUNT OF \$2,058,935; AND APPROPRIATING A FUNDING PACKET WHICH INCLUDES \$500,000 IN PEOPLE'S TRANSPORTATION PLAN FUNDS; \$40,000 IN JOINT PARTICIPATION AGREEMENT FUNDS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION; \$438,935 IN CONCURRENCY MITIGATION/SOUTH BEACH FUNDS; \$80,000 IN PROJECTED FARE COLLECTION REVENUES; AND \$1,000,000 IN FY 2004-05 PARKING FUND BUDGET, WHICH IS BEING APPROPRIATED BY A SEPARATE RESOLUTION.

WHEREAS, the Local Shuttle service to South Beach, previously known as Electrowave, has been in operation since January 1998, and has carried over 5.4 million passengers to date; and

WHEREAS, the Fiscal Year (FY) 2004-05 Operating Budget is proposed at \$2,058,935, which is \$160,365 less than the previously adopted budget; and

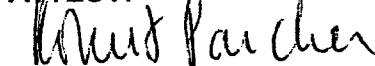
WHEREAS, the City is being asked to contribute \$1 million from the FY 2004-05 Parking Fund Budget, or 48.57% of the total Budget, which funds are being appropriated by a separate Resolution; these local funds include the required local match to the People's Transportation Plan (PTP) and Florida Department of Transportation (FDOT) funds contribution to the shuttle operating budget; and

WHEREAS, the remaining 51.74% of the Operating Budget will come from \$500,000 in PTP funds; \$40,000 in FDOT funds; \$438,935 from Concurrency Mitigation/South Beach funds; and \$80,000 from projected fare collection revenues.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and adopt the Fiscal Year 2004-05 Operating Budget for the Local Shuttle service, previously known as Electrowave, in the amount of \$2,058,935, and appropriate a funding packet which includes \$500,000 in People's Transportation Plan funds; \$40,000 in Joint Participation Agreement funds from the Florida Department of Transportation; \$438,935 in Concurrency Mitigation/South Beach funds; \$80,000 in projected fare collection revenues; and \$1,000,000 from the FY 2004-05 Parking Fund Budget, which is being appropriated by a separate Resolution.

PASSED AND ADOPTED this 28th day of September, 2004.

ATTEST:



CITY CLERK


MAYOR

T:\AGENDA\2004\Sep2804\Regular\FY 2004-05 Shuttle Budget-Reso.doc

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



RESOLUTION NO. 2004-25747

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE ATTACHED SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT NO. 3 BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY, AWARDING \$50,000 IN FY 2004-05 TRANSIT DEVELOPMENT PROGRAM FUNDS FOR THE LOCAL SHUTTLE SERVICE; APPROPRIATING SUCH FUNDS AS PART OF THE FY 2004-05 SHUTTLE OPERATING BUDGET; AND FURTHER REDUCING BY \$50,000 THE PARKING FUND CONTRIBUTION TO THE SAME BUDGET.

WHEREAS, the Florida Department of Transportation (FDOT) is willing to allocate an additional \$50,000 in Transit Development Program Funds for the purposes of an enhanced portion of the Washington Route of the Local Shuttle Service; and

WHEREAS, the required equal local match to the additional FDOT funds is already amply provided by the \$1 million-plus City contribution to the FY 2004-05 Local Shuttle Operating Budget, adopted at \$2,058,935, by Resolution No. 2004-25705, dated September 28, 2004; and

WHEREAS, the \$50,000 in FDOT funds will become available to the City after the attached Supplemental Joint Participation Agreement (JPA) No. 3 is fully executed by both the City and FDOT;


WHEREAS, the additional FDOT contribution will be appropriated as part of the FY 2004-05 Shuttle Budget, while the Parking Fund contribution to same will be reduced by \$50,000; and

WHEREAS, in the event that the \$2,058,935 adopted budget is insufficient to cover all shuttle operating expenditures, added funding will be requested from the City Commission later in the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to execute the attached Supplemental Joint Participation Agreement No. 3 between the Florida Department of Transportation and the City, awarding \$50,000 in FY 2004-05 Transit Development Program Funds for the Local Shuttle service; appropriating such funds as part of the FY 2004-05 Shuttle operating budget; and further reducing by \$50,000 the Parking Fund contribution to the same budget.

PASSED AND ADOPTED this the 8th day of December, 2004.

ATTEST:

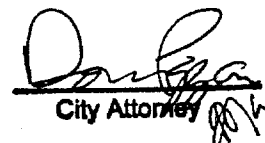

CITY CLERK

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Simon Cruz
Vice-Mayor

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

12/8/04
Date

RESOLUTION NO. 2005-25830

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING THE MIAMI-DADE TRANSIT (MDT) "OPTION C" PROPOSAL TO PROVIDE AN ENHANCED ROUTE W SERVICE TO MIAMI BEACH; AND AUTHORIZING THE ADMINISTRATION TO FINALIZE NEGOTIATION OF THE REQUIRED INTERLOCAL AGREEMENT BETWEEN THE COUNTY AND CITY FOR APPROVAL.

WHEREAS, In 2003, the Mayor and Commission of the City of Miami Beach requested that the Administration negotiate a transfer of the Electrowave Shuttle Service to Miami Dade Transit (MDT); and

WHEREAS, the City also requested that MDT provide an enhanced Route W proposal that would provide a bi-directional loop route service to Miami Beach, while maintaining the characteristics and identity of the service presently delivered by the City's Electrowave Shuttle; and

WHEREAS, pursuant to the above negotiations and in response to the City request, MDT submitted four service options for consideration; and

WHEREAS, amended MDT Option C would deliver the best service per cost, by operating ten buses on the bi-directional loop route, with headways of 10 minutes during peak-hour service and 15 minutes off-peak; and

WHEREAS, the total cost of first year operations would be \$2,587,726, and shared at \$500,000 by PTP funds/Miami Beach; \$685,000 in Miami Beach Concurrency Mitigation funds, and \$1,405,301 in MDT funds; with subsequent annual increases not to exceed the South Florida Transportation Cost of Living index, or three percent (3%) a year; and

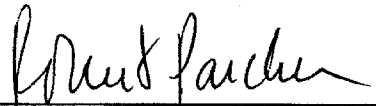
WHEREAS, an Interlocal Agreement between the County and City is required for such Service; and

WHEREAS, as part of the Interlocal Agreement, MDT will allow Miami Beach to provide the bi-directional loop route service in case the MDT contract is cancelled by the City for cause or for convenience.

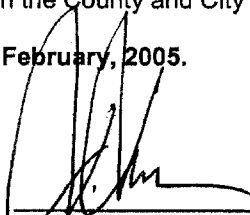
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve the Miami-Dade Transit (MDT) "Option C" proposal, as amended at this meeting, to provide an enhanced Route W service to Miami Beach; and authorize the Administration to finalize negotiation of the required Interlocal Agreement between the County and City for approval.

PASSED AND ADOPTED this the 23rd day of February, 2005.

ATTEST:



CITY CLERK



MAYOR

T:\AGENDA\2005\Feb2305\Regular\MDT Route W Proposal-Reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 **3-8-05**

City Attorney Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Approving A Local Agency Program (LAP) Agreement With The Florida Department Of Transportation (FDOT), Which Provides For The Transfer Of \$1,426,000 In Federal Grant Funding To The City For The Restoration And Enhancement Of The Collins Canal North Bank Seawall; And Authorizing The Appropriation Of \$713,000 From Undesignated Stormwater Enterprise Funds For Subsequent Reimbursement By FDOT.

Issue:

Shall the Mayor and City Commission approve the LAP agreement?

Item Summary/Recommendation:

In 1914, the Collins Canal was dredged to connect the southern end of the Indian Creek waterway with Biscayne Bay. Over the years, this once pristine waterway has fallen into severe decline. The Collins Canal Waterway Revitalization Project will address the shoreline erosion problem in a truly innovative and environmentally beneficial manner. Crumbling seawalls will be replaced with an innovative "living seawall" system, which will closely mimic natural tidal creek shorelines which pre-existed the seawalls. Once the shorelines have been stabilized, the upland area will be developed into a public pedestrian/bicycle access path connecting the Venetian Causeway to the Beach at 21st street.

The City applied for and received \$1,426,000 in federal funding for the restoration and construction of the North Bank Seawall along Dade Boulevard. In order to receive the \$1,426,000 in federal funding, the City is required to approve the attached LAP agreement with the Florida Department of Transportation. \$300,000 in matching funds has already been appropriated from the GO Bond Seawall Fund to cover the 10% matching funds requirement. The Administration recommends that the Mayor and City Commission approve the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 60px; margin: 0 auto;"></div> Finance Dept.	1	\$713,000.00	Non-Tax Increment RDA Funds from City Center # 365-2377-061357	
	2	\$713,000.00	Undesignated Stormwater Enterprise Funds	
	3			
	4			
	Total	\$1,426,000.00		

City Clerk's Office Legislative Tracking:

Fred H. Beckmann- Jordanna Rubin

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

R7C

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING A LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), WHICH PROVIDES FOR THE TRANSFER OF \$1,426,000 IN FEDERAL GRANT FUNDING TO THE CITY FOR THE RESTORATION AND ENHANCEMENT OF THE COLLINS CANAL NORTH BANK SEAWALL; AND AUTHORIZING THE APPROPRIATION OF \$713,000 FROM UNDESIGNATED STORMWATER ENTERPRISE FUNDS FOR SUBSEQUENT REIMBURSEMENT BY FDOT.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In 1914, the Collins Canal was dredged to connect the southern end of the Indian Creek waterway with Biscayne Bay. Over the years, this once pristine waterway has fallen into severe decline. The steel and concrete seawalls have crumpled and collapsed. The loss of native plant communities and the failure of the seawalls have resulted in substantial erosion of the shorelines and the undercutting of roadways and public and private structures. The erosion has also transported sand and topsoil into the waterway. Silt and sediment from the eroding shorelines have smothered marine life and clouded the water. In addition, the eroded shorelines allow rain water run-off to wash trash, debris and other pollutants into the waterways.

The loss of water quality and ecosystem destruction has resulted in the decline of manatees, dolphins, baitfish and gamefish populations that used to be in abundance within the canal. The loss of the native wetland plant communities from along the shorelines has also substantially reduced the available habitat for many key bird, reptile and animal species, including many migratory birds which utilize our area as wintering and nesting grounds.

The City applied for and received \$1,426,000 in federal funding for the restoration and construction of the North Bank Seawall along Dade Boulevard. In order to receive the \$1,426,000 in federal funding, the City is required to approve the attached LAP agreement with the Florida Department of Transportation. The City must also approve

the appropriation of \$713,000 in City Funds from Non-Tax Increment Redevelopment Agency Funds from City Center, and \$713,000 from Undesignated Stormwater Enterprise Funds, which will be reimbursed by FDOT. \$300,000 in matching funds has already been appropriated from the GO Bond Seawall Fund to cover the 10% matching funds requirement.

The Collins Canal Waterway Revitalization Project will address the shoreline erosion problem in a truly innovative and environmentally beneficial manner. Crumbling seawalls will be replaced with an innovative "living seawall" system. This will entail the demolition of the old sea walls and the construction of new walls comprised of carefully intermeshed, large diameter boulders. The slope and elevation of the new boulder walls will be designed to closely mimic natural tidal creek shorelines. A geotextile liner will be installed along the eroded shoreline areas behind the new boulder walls to prevent future erosion and then the shoreline will be refilled with rich topsoil. The entire shoreline will then be replanted with native coastal plant species.

Over time, the native plantings will anchor the shorelines and minimize erosion. These shoreline areas will also become a buffer zone protecting the waterways from polluted rainwater run-off, wind blown litter and sediment. The enhanced shorelines will provide substantially more marine habitat and superior wave attenuation than the old seawalls. The new shorelines will also provide significant new habitat for birds and wildlife. As the flow of silt, sediment and polluted run-off are curtailed, and as the shoreline communities recover, water quality within the waterways will be restored and the affected marine life will recover.

Once the shorelines have been stabilized, it is the staff's intent to develop the upland area which will serve the public as a pedestrian/bicycle access path connecting the Venetian Causeway to the Beach at 21st street, to be called the Collins Canal Greenway. This will provide connections to residential areas, resort areas, civic centers, the beaches and three other regional bicycle/pedestrians trails. The Collins Canal Greenway will be an east/west connector for the Atlantic Greenway Network (AGN), which is a series of bicycle/pedestrian/greenway projects that include neighborhood trails and beach corridors.

We are currently in the final permitting phases of Collins canal, and are waiting for the issuance of final permits from the Florida Department of Environmental Protection (FDEP), the Miami-Dade County Department of Environmental Resources Management (DERM), and the Army Corps of Engineers (ACE). It is estimated to take two months to finalize these permits. Once permits have been issued, the City will issue an RFQ for the construction of the Collins Canal North Bank Seawall. Construction and restoration of the seawall will take approximately six months to complete.

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LOCAL AGENCY PROGRAM/FDOT NO ADDITIONAL RIGHT OF WAY CERTIFICATION

R/W ITEM/SEGMENT NO.: _____ MANAGING DISTRICT: _____
 CONST. ITEM SEGMENT NO.: _____ STATE ROAD: _____
 F.A.P. NO.: _____ DESCRIPTION: _____
 COUNTY: Miami-Dade County
 PREFERRED LETTING DATE: _____ LOCAL AGENCY: City of Miami Beach

This is to certify that right of way for the above described project meets the requirements of 49 CFR, Part 24 and 23 CFR, Part 635.309, if applicable, as well as statutory and procedural requirements for:

- ☒ Federal Construction Project ☐ State Highway System Project
☐ Non-federal Construction Project ☐ Non-State Highway System Project
☐ Scenic Enhancement Project (no construction)

as detailed below: (Check applicable items)

1. TITLE TO RIGHT OF WAY

☒ No additional right of way was required for this project.

2. RELOCATION ASSISTANCE

☒ No persons, businesses, or personal property have been or will be displaced by this project.

3. DEMOLITION OF IMPROVEMENTS

☒ No structures or improvements have been or will be removed from the right of way for this project.

RIGHT OF WAY CERTIFICATION BY THE AUTHORIZED LOCAL AGENCY REPRESENTATIVE:

Name (printed): Fred H. Beckmann
 Title: Director of Public Works
 Agency: City of Miami Beach

Date

RIGHT OF WAY CERTIFICATION BY :

 District Right of Way Manager

 Assistant District Right of Way Manager

Date

COPY
 -Original in
 Legal Review

State of Florida Department of Transportation
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJ MGT, RESEARCH & DEV OFC
OGC - 11/03
Page 1 of 12

FPN No. 4055831 Fund: _____ FLAIR Approp: _____
Federal No: _____ Org. Code: _____ FLAIR Obj.: _____
FPN No: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org. Code: _____ FLAIR Obj.: _____
County No: _____ Contract No: _____ Vendor No.: _____
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____,
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
hereinafter called the Department, and City of Miami Beach
hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 334.044, Florida Statutes to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Collins Canal Seawall Restoration and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the project, and to provide departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Modifications and Additions: Exhibit(s) 2 are attached hereto and by this reference made a part hereof.

2.00 Accomplishment of the Project:

2.01 General Requirements: The Agency shall commence, and complete the project as described in EXHIBIT "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before November 2006. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration may require.

3.00 Project Cost:

3.01 Total Cost: The estimated total cost of the project is \$ \$1,726,000.00. This amount is based upon the schedule of funding in Exhibit "B" attached hereto and by this reference made a part hereof. The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00 of this agreement.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice to Proceed: No cost may be incurred under this contract until the Agency has received a Notice to Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported, the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for Federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding, shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-Aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements established in Exhibit "B" of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five(5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five(5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

5.02 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved schedule of funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of Federal and State funds are to have audits done annually using the following criteria:

Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding State Agency.

In the event that a recipient expends \$300,000 or more in federal awards in its fiscal year, the recipient must have a single or program specific audit conducted in accordance with the **United States Office of Management and Budget (OMB) Circular A-133**.

If a recipient expends less than \$300,000 in federal awards during its fiscal year, an audit conducted in accordance with the **OMB Circular A-133** is not required. If a recipient expends less than \$300,000 in federal awards during its fiscal year and elects to have an audit conducted in accordance with **OMB Circular A-133**, the cost of the audit must be paid from non-federal funds.

Reporting Packages and management letters generated from audits conducted in accordance with **OMB Circular A-133** shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Reporting Package and Data Collection Form for each audit conducted in accordance with **OMB Circular A-133** shall be sent to:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jefferson, IN 47132

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement.
(Section 287.058(1)(c), Florida Statutes)

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right of way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR 24, Appendix B and be submitted to the Department no later than October 15 each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. (Section 287.058(1)(a), Florida Statutes)

All recipients of funds from this agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this agreement, in accordance with Section 112.061 Florida Statutes and Chapter 3-Travel of the Department's Disbursement Operations Manual, Topic 350-030-400.
(Section 287.058(1)(b), Florida Statutes)

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Department.

7.00 The Department's Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect, by notice in writing, not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, this Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project, which under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein in 12.06; or

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of the FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within one hundred twenty (120) days after the completion of the project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. Suspension of the contract will not affect the time period for completion of this Agreement.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and costs approved by the Department or upon the basis of terms and conditions

imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of the Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.01 DBE Policy: It is the policy of the Department that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement.

10.02 DBE Obligation: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in applicable federal and state regulations, have the opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

10.03 Disadvantaged Business Enterprise (DBE) Obligations: If Federal Transit Administration or FHWA Funding is a part of this project, the Agency must comply with applicable federal and state regulations.

11.00 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Applicable to all federal-aid contracts – 49 CFR 29)

By signing and submitting this Agreement, the Agency is providing the certification set out below:

The inability of the Agency to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify the Agency from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available, the Department may terminate this transaction for cause of default.

The Agency shall provide immediate written notice to the Department if any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Department for assistance in obtaining a copy of those regulations.

The Agency further agrees by executing this Agreement that it shall not knowingly enter into any contracts with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

The Agency further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all contracts and in all solicitations for contracts.

The Agency may rely upon a certification of a prospective sub-contractor that the person or entity is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Agency may decide the method and frequency by which it determines the eligibility of its sub-contractors. The Agency may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the Agency is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

Unless authorized by the Department, if the Agency knowingly enters into a contract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, the Department may terminate this agreement for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Agency certifies, by execution of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the Agency is unable to certify to any of the statements above, an explanation shall be attached to this proposal.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the performance of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision in all contracts modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, maintained by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors, shall enter into any contract, subcontract, or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer, or employee of the Agency or the locality during his tenure, or for two years thereafter, has any interest, direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired any such interest prior to the beginning of his tenure, and if such interest is immediately disclosed to the Agency, the Agency with prior approval of the Department may waive the prohibition contained in this subsection, provided, that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract, or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of its subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure, or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.07 Interest of Members of or Delegate to, Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Contractual Indemnity: To the extent permitted by law, the Agency shall indemnify, defend, save, and hold harmless the Department and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Agency, its officers, agents or employees during the performance of the Agreement except that neither the Agency, its officers, agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the Department or any of its officers, agents or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval regarding the remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department.

13.09 Right of Way Certification: Upon completion of right of way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right of way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency, and that the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System, constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☐ will ☐ will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Florida Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount to the Agency. Interest penalties of less than one dollar (\$1) will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850)410-9724 or by calling the State Comptroller's Hotline at 1-800-848-3792.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Title:

By: _____
Title:

Attest: _____
Title:

Attest: : _____
Title:

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

FPN NO. 4055831

EXHIBIT A
Project Description and Responsibilities

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida, Department of Transportation and

The City of Miami Beach

Dated

PROJECT LOCATION:

The project ☐ is ☒ is not on the National Highway System.

The project ☐ is ☒ is not on the State Highway System.

PROJECT DESCRIPTION:

In 1914, the Collins Canal was dredged to connect the southern end of the Indian Creek waterway with Biscayne Bay. Over the years, this once pristine waterway has fallen into severe decline. The Collins Canal Seawall Restoration Project will address the shoreline erosion problem in a truly innovative and environmentally beneficial manner. Crumbling seawalls will be replaced with an innovative "living seawall" system, which will closely mimic natural tidal creek shorelines which pre-existed the seawalls. The canal will be dredged to bring the canal closer to its original depth, which will allow for small craft to navigate the canal. Most importantly, the improved canal will assist in flood control and Stormwater runoff. Once the shorelines have been stabilized, the upland area will be developed into a public pedestrian/bicycle access path connecting the Venetian Causeway to the Beach at 21st street.

SPECIAL CONSIDERATION BY AGENCY:

SPECIAL CONSIDERATION BY DEPARTMENT:

AGENCY NAME & BILLING ADDRESS City of Miami Beach Attn: Jordanna Rubin 1700 Convention Center Drive Miami Beach, FL 33139	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT EXHIBIT "B" SCHEDULE OF FUNDING	FPN. NO. 4055831
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PROJECT DESCRIPTION

Name Collins Canal Seawall Restoration Project Length 16 Blocks
 Termini 23rd St. to Purdy Avenue, adjacent to Dade Blvd.

TYPE OF WORK by Fiscal Year		FUNDING		
		(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
P.E.	2003-2004 Benthic Survey	\$59,000	\$59,000	0.00
	2004-2005 Permitting and Design	\$170,100	\$170,000	0.00
	2005-2006			
	Total PE	\$0.00	\$0.00	\$0.00
Right-of-Way	2003-2004			
	2004-2005			
	2005-2006			
	Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00
Construction	2003-2004			
	2004-2005			
	2005-2006 Seawall Restoration	\$1,471,000	\$45,000	\$1,426,000
	2006-2007			
	Total Contract Costs	\$0.00	\$0.00	\$0.00
	Construction Engineering and Inspection			
	2003-2004			
	2004-2005			
	2005-2006 Construction Engineer & Inspection	\$25,900	\$25,900	0.00
	Total Construction Engineering	\$0.00	\$0.00	\$0.00
	Total Construction Cost	\$0.00	\$0.00	\$0.00
ESTIMATED TOTAL COST OF THE PROJECT		\$1,726,000	\$300,000	\$1,426,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after

1st each fiscal year.

The Department will notify the Agency, in writing, when funds are available.

RESOLUTION TO BE SUBMITTED

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the execution of a Professional Services Agreement with McMahon Associates, in the amount of \$76,015, for the preparation of Conceptual Plan Report for a 16th Street Operational Safety Improvements and Enhancement Project; utilizing \$75,000 in funds previously appropriated for the purpose, and authorizing appropriation of an additional \$1,015 in Concurrency Mitigation funds to cover the negotiated price.

Issue:

Shall the City enter into an Agreement with McMahon Associates for the 16th Street Project?

Item Summary/Recommendation:

The City Commission authorized on January 12, 2005 price negotiations with the three top-ranked firms of 1) McMahon Associates, 2) Consul Tech Transportation, and 3) Chen & Associates for the preparation of a Basis of Design Report (BODR) for a 16th Street operational safety and street enhancement project.

After three negotiation sessions with the top-ranked firm of McMahon Associates, the Administration was able to reach an agreement at \$76,105. This exceeds the \$75,000 in already appropriated funds by \$1,105.

The Basis of Design Report is funded by a MPO grant of \$45,000 for planning services and \$31,015 from Concurrency Mitigation Funds. The design of the project is partially funded in the amount of \$100,000 from a FDOT grant. Both agencies have informed the City that the grants will be lost to the City if planning is not started by the end of June 2005 followed by design.

The Administration recommends approval of the Resolution

Advisory Board Recommendation:

The item was presented to the Neighborhood/Community Affairs Committee on June 2, 2005 - the Committee approved the recommendation to proceed with the award of the professional services agreement with McMahon Associates, Inc., for the preparation of a conceptual plan report for the 16th Street corridor improvements.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto;"></div> Finance Dept.	1	\$45,000 MPO	303.8000.337705	
	2	\$30,000 CMF	303.8000.337705	
	3	\$ 1,015 CMF	158.8000.341226	
	4			
	Total	\$76,015		

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		<i>Jay</i>

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AGENDA ITEM R7D
DATE 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH McMAHON ASSOCIATES, INC., IN THE AMOUNT OF \$76,015.00 FOR THE PREPARATION OF A CONCEPTUAL PLAN REPORT FOR THE SIXTEENTH STREET OPERATIONAL IMPROVEMENTS/ ENHANCEMENT PROJECT; UTILIZING \$75,000 IN FUNDS APPROPRIATED FOR THIS PROJECT BY RESOLUTION NO. 2004-25589, DATED JUNE 9, 2004; AND PURSUANT TO RESOLUTION NO. 2005-25784, DATED JANUARY 27, 2005, WHICH AUTHORIZED CONTRACT NEGOTIATIONS; AND FURTHER AUTHORIZING THE APPROPRIATION OF AN ADDITIONAL \$1,015 IN CONCURRENCY MITIGATION/SOUTH BEACH FUNDS TO COVER THE NEGOTIATED PRICE.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

This item was referred and presented to the Neighborhoods/ Community Affairs Committee on June 2, 2005. The Committee approved the recommendation to proceed with the award of the professional services agreement with McMahon Associates, Inc., for the preparation of a conceptual plan report for the 16th Street corridor improvements.

The 16th Street Project was developed as part of the Miami Beach Municipal Mobility Plan (MMP Project #33) specifically to provide operational safety improvements and quality of life enhancements to the 16th Street corridor. The project will encourage and promote pedestrian and bicycle rider safety and improve mobility along the 16th Street corridor between Collins Avenue and Bay Road.

The need for operational safety and quality of life improvements of the 16th Street corridor was identified in 1998, when this original local street was opened eastward to Collins Avenue to facilitate traffic movement to and from the new Loew's Hotel and Alton Road. Since then, the traffic volume increase has been documented by the Florida Department of Transportation (FDOT). Based on increased traffic volumes and because it now connects two arterials (Alton Road and Collins Avenue), the Federal Roadway Classification of 16th Street was recently upgraded from a local street to an urban collector designation.

Street was recently upgraded from a local street to an urban collector designation.

The most recent actions regarding this project are as follows:

- Resolution No. 2004-25589, dated June 9, 2004, authorized the execution of an Interlocal Agreement with the Metropolitan Planning Organization (MPO) in the amount of \$75,000, and appropriated \$45,000 in MPO grant funds and \$30,000 in Concurrency Mitigation/South Beach funds for the project's Phase I – Planning Services.
- Resolution No. 2004-25590, dated June 9, 2004, authorized the execution of a Joint Participation Agreement (JPA) with the Florida Department of Transportation (FDOT) in the amount of \$190,000, and appropriated \$100,000 in FDOT grant funds and \$90,000 in Concurrency Mitigation/South Beach funds for the project's Phase II – Design Services.
- Resolution No. 2004-25591, dated June 9, 2004, authorized the issuance of Request for Qualification (RFQ) for the project's Phases I and II, above described.
- RFQ No. 37-03/04 was issued on August 18, 2004, and eight (8) proposals were received on October 8, 2004.
- The City-appointed Evaluation Committee met twice and recommended to the City Manager the three top-ranked firms, in the following order: McMahon Associates, Consul Tech Transportation, and Chen & Associates.
- Resolution No. 2005-25784, dated January 12, 2005, accepted the ranking of qualifications received and authorized negotiations with the top-ranked firm of McMahon Associates.
- After three (3) negotiation sessions, the Administration was able to reach an agreement with McMahon Associates who brought its proposed cost down to \$76,015. This exceeds the initial budget by \$1,015, which funds can be provided by the Concurrency Mitigation Program. Therefore the need for an additional appropriation in the amount of \$1,015.

Both the MPO grant (at \$45,000 for planning services) and the FDOT grant (at \$100,000 for design services) for the 16th Street Project were awarded to the City over four years ago (although the City managed to enter into Agreement for the funds only in 2004). We have been recently informed by both agencies that their funding will be lost to the City in 2006, if no activity is shown in their respective accounts in the very near future.

Attached hereto is the proposed Professional Services Agreement with McMahon Associates, which includes as Exhibit "A" the Scope of Work/Cost Distribution/Timeline (9 months) for Phase I – Planning Services for the 16th Street Operational Improvements and Enhancement Project.

JMG\RCM\FHB\FV\RH\aj

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**PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE CITY OF MIAMI BEACH, FLORIDA
AND McMAHON ASSOCIATES, INC.
FOR THE PROVISION OF
PHASE I – CONCEPTUAL PLAN SERVICES
FOR
THE 16TH STREET OPERATIONAL IMPROVEMENTS/ENHANCEMENT PROJECT**

THIS AGREEMENT made and entered into this _____ day of _____, 2005, by and between the **CITY OF MIAMI BEACH, FLORIDA** (hereinafter referred to as City), a municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139, and **McMAHON ASSOCIATES, INC.** (hereinafter referred to as Consultant), a Florida corporation, whose address is 730 NW 107th Avenue, Suite 110, Miami, Florida 33172.

**SECTION 1
DEFINITIONS**

Agreement:	This Agreement between the City and Consultant.
City Manager:	The Chief Administrative Officer of the City.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent Consultant, and not an agent or employee of the City.
Services:	All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement, as described in Section 2.
Fee:	Amount paid to the Consultant to cover the costs of the Services.
Risk Manager:	The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139, telephone number (305) 673-7000, Ext. 6435, and fax number (305) 673-7023.

SECTION 2

SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit "A", entitled "Scope of Services" (Services).

SECTION 3

COMPENSATION

3.1 FIXED FEE

Consultant shall be compensated for the Services, as set forth in Section 2 and Exhibit "A", in an amount not to exceed Seventy Six Thousand and Fifteen and 00/100 Dollars (\$76,015).

3.2 INVOICING

Consultant shall submit an invoice pursuant to the timeline as set forth in Exhibit "A", upon completion of each of the four (4) Study Tasks therein, which invoices include the purchase order number and a detailed description of the portion of the Services completed.

3.3 METHOD OF PAYMENT

Payments shall be made for Services satisfactorily rendered within thirty (30) days of the date of invoice, in a manner satisfactory to, and as approved and received by, the City. Consultant shall mail all invoices to:

City of Miami Beach
Public Works Department
Attn: Fernando Vazquez, PE
City Engineer
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

SECTION 4

GENERAL PROVISIONS

4.1 RESPONSIBILITY OF THE CONSULTANT

With respect to the performance of the Services, the Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by recognized professionals with respect to the performance of comparable Services. In its performance of the Services, the Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, State of Florida, and Federal Government.

4.2 PUBLIC ENTITY CRIMES

A State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes shall be filed with the City's Procurement Division, prior to commencement of the Services herein.

4.3 DURATION AND EXTENT OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year from the date this Agreement is executed by all parties hereto.

4.4 TIME OF COMPLETION

The Services to be rendered by the Consultant shall be commenced upon receipt of a written Notice to Proceed from the City subsequent to the execution of the Agreement. The Services shall be completed within ten (10) months from a Notice to Proceed, unless additional work is requested and authorized in writing by the City.

4.5 INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its employees, agents, sub-consultants, or any other person or entity acting under Consultant's control, in connection with the Consultant's performance of the Services pursuant to this Agreement; and to that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's Indemnity Agreement.

The Consultant's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

4.6 TERMINATION, SUSPENSION AND SANCTIONS

4.6.1 Termination for Cause

If the Consultant shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to this Agreement, the City shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular terms of this Agreement and shall grant Consultant seven (7) days to cure such default. If such default remains uncured after seven (7) days, the City, upon three (3) days' notice to Consultant, may terminate this Agreement and the City shall be fully discharged from any and all liabilities, duties and terms arising out of/or by virtue of this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall additionally be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's right and remedies against the defaulting party. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees. To the extent allowed by law, the defaulting party waives its right to jury trial and its right to bring permissive counter claims against the City in any such action.

4.6.2 Termination for Convenience of City

NOTWITHSTANDING SECTION 4.6.1, THE CITY MAY ALSO, FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE AT ANY TIME DURING THE TERM HEREOF BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE SEVEN (7) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF THE WRITTEN TERMINATION NOTICE. IN THAT EVENT, ALL FINISHED OR UNFINISHED DOCUMENTS AND OTHER MATERIALS, AS DESCRIBED IN SECTION 2 AND IN EXHIBIT "A", SHALL BE PROPERLY ASSEMBLED AND DELIVERED TO THE CITY AT CONSULTANT'S SOLE COST AND EXPENSE. IF THE AGREEMENT IS TERMINATED BY THE CITY AS PROVIDED IN THIS SUBSECTION, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED, AS DETERMINED BY THE CITY AT ITS DISCRETION, UP TO THE DATE OF TERMINATION. PROVIDED, HOWEVER, THAT AS A CONDITION PRECEDENT TO SUCH PAYMENT, CONSULTANT SHALL DELIVER ANY AND ALL DOCUMENTS, MATERIALS, ETC, TO CITY, AS REQUIRED HEREIN.

4.6.3 Termination for Insolvency

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 4.6.2.

4.6.4 Sanctions for Noncompliance with Nondiscrimination Provisions

In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the City shall impose such sanctions as the City, Miami-Dade County, and / or the State of Florida, as applicable, may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies and/or cancellation, termination or suspension of the Agreement. In the event the City cancels or terminates the Agreement pursuant to this Subsection the rights and obligations of the parties shall be the same as provided in Section 4.6.2.

4.7 CHANGES AND ADDITIONS

Changes and additions to the Agreement shall be directed by a written amendment signed by the duly authorized representatives of the City and Consultant. No alteration, change, or modification of the terms of this Agreement shall be valid unless amended in writing, signed by both parties hereto, and approved by the City Commission of the City.

4.8 OWNERSHIP OF DOCUMENTS

All documents prepared by the Consultant pursuant to this Agreement are related exclusively to the Services described herein, and are intended or represented for ownership by the City. Any reuse, distribution, or dissemination of same by Consultant, other than to the City, must be first approved in writing by the City.

4.9 INSURANCE REQUIREMENTS

The Consultant shall not commence any work pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager. The Consultant shall maintain and carry in full force during the term of this Agreement the following insurance:

1. Consultant General Liability in the amount of \$1,000,000, naming the City of Miami Beach, Florida, as an additional insured.
2. Consultant Professional Liability in the amount of \$200,000, naming the City of Miami Beach, Florida, as an additional insured.
3. Workers Compensation & Employers Liability as required pursuant to Florida statute.
4. The insurance must be furnished by insurance companies authorized to do business in the State of Florida and approved by the City's Risk Manager.
5. Original certificates of insurance for the above coverage must be submitted to the City's Risk Manager for approval prior to any work commencing. These certificates will be kept on file in the office of the Risk Manager, 3rd Floor, City Hall.
6. The Consultant is solely responsible for obtaining and submitting all insurance certificates for its sub-consultants.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager. Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement, and the City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required overage.

4.9.1 Endorsements

All of Consultant's certificates, above, shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

4.9.2 Certificates

Unless directed by the City otherwise, the Consultant shall not commence any services pursuant to this Agreement until the City has received and approved, in writing, certificates of insurance showing that the requirements of this Section (in its entirety) have been met and provided for.

4.10 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign, or transfer any work under this Agreement in whole or in part, without the prior written consent of the City.

4.11 SUB-CONTRACTORS

The Consultant shall be liable for the Consultant's services, responsibilities and liabilities under this Agreement and the services, responsibilities and liabilities of any and all sub-contractors, and any other person or entity acting under the direction or control of the Consultant. When the term "Consultant" is used in this Agreement, it shall be deemed to include any sub-contractors and any other person or entity acting under the direction or control of Consultant. All sub-contractors must be approved in writing by the City prior to their engagement by Consultant.

4.12 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, and national origin, place of birth, marital status, physical handicap, or sexual orientation. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, ancestry, sex, age,

national origin, place of birth, marital status, disability, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or termination; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

4.13 CONFLICT OF INTEREST

The Consultant agrees to adhere to and be governed by the Metropolitan Miami-Dade County Conflict of Interest Ordinance (No. 72-82), as amended; and by the City of Miami Beach Charter and Code, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly which should conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

4.14 PATENT RIGHTS; COPYRIGHTS; CONFIDENTIAL FINDINGS

Any patentable result arising out of this Agreement, as well as all information, specifications, processes, data and findings, shall be made available to the City for public use.

No reports, other documents, articles or devices produced in whole or in part under this Agreement shall be the subject of any application for copyright or patent by or on behalf of the Consultant or its employees or sub-contractors, without the prior written consent of the City.

4.15 NOTICES

All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: McMahon Associates, Inc.
Attn: Diana L. Ospina
Project Manager
730 NW 107th Avenue, Suite 110
Miami, Florida 33172
(305) 222-1945, Ext. 105

TO CITY: City of Miami Beach
Attn: Fernando Vazquez
City Engineer
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

Notices hereunder shall be effective:

If delivered personally, on delivery; if mailed to an address in the city of dispatch, on the day following the date mailed; and if mailed to an address outside the city of dispatch on the seventh day following the date mailed.

4.16 LITIGATION JURISDICTION/VENUE

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida.

BY ENTERING INTO THIS AGREEMENT, THE CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

4.17 ENTIRETY OF AGREEMENT

This writing and the Services embody the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superceded hereby. The Services and the Proposal Documents are hereby incorporated by reference into this Agreement.

4.18 LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$1,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$1,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

Mayor

FOR CONSULTANT:

McMAHON ASSOCIATES, INC.

ATTEST:

By: Margaret R. McMahon
Secretary

[Signature]
President

MARGARET R. McMAHON
Print Name

THOMAS A. HALL
Print Name

Attachment: Exhibit "A"

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 5/13/05
City Attorney Date

CITY OF MIAMI BEACH

SCOPE OF SERVICES

FOR

PHASE I – CONCEPTUAL PLAN REPORT

FOR A PROPOSED SIXTEENTH STREET OPERATIONAL

IMPROVEMENTS AND ENHANCEMENT PROJECT

I. SCOPE OF WORK METHODOLOGY

McM Associates, Inc. (McM) and its team are pleased to submit the proposed methodology to accomplish the diverse tasks that encompass the Phase I – Conceptual Plan Report for operational improvements and enhancements along Sixteenth Street, from Collins Avenue/A1A to Bay Road. The McM Team prepared this detailed scope of services with the understanding that the City will make use of the results documented in the Conceptual Plan Report to understand and negotiate the various tasks relevant to the Phase II - Design Services for the study corridor.

GOALS AND OBJECTIVES

The main objective of the Phase I - Conceptual Plan Report is to document all the findings and recommendations based on observations and preliminary analysis results from surveys and existing conditions inventories. The Conceptual Plan Report will include a corridor design concept resulting not only from preliminary technical analysis results, but also from input obtained during the various Committee meetings and public workshops. A description of work effort, project schedule and cost estimates for the proposed conceptual plan for corridor improvements and enhancements follows.

TASK 1.1 – DEFINE GOALS AND OBJECTIVES

Subtask 1.1.1 Kickoff Meeting (Consultant and City Staff)

A kickoff meeting between the City Staff and the key personnel from the McM Team will be scheduled to define goals and objectives and discuss in detail the technical approach to the project. Before the kickoff meeting, the McM Team will assemble for an interdisciplinary brainstorming session to prepare and have ready for discussion a comprehensive technical approach to each component of the project, including but not necessarily limited to:

- 1) Briefing on all required field surveys and existing conditions inventory activities.
- 2) Identification of key study issues based on existing conditions.
- 3) Identification of potential study alternatives.
- 4) Preliminary discussions of candidate solutions to issues.
- 5) Identification of additional follow-up needs and review of creative approaches to project issues.

MANHOURS

The projected man-hours required for accomplishing the brainstorming session, coupled with other small-group sessions among Team staff and the meeting between the City staff and McM Key Staff are presented in **Table 1**.

TABLE 1
PRELIMINARY ESTIMATE OF WORK EFFORT
SUBTASK 1.1.1 KICKOFF MEETING

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
<i>1. Team Brainstorming Sessions</i>	
Traffic Group	8
Drainage Group	8
Planning & Architecture Group	8
Surveying & Utility Location Group	8
Geotechnical Group	8
Subtotal	40
<i>2. Meeting with City Staff</i>	
McM Key Staff (3 persons)	6
Subtotal	6
Project Management/Administration (5%)	2
TOTAL	48
McM Team Cost	\$5,520.00

Subtask 1.1.2 Field Surveys and Existing Conditions Inventory

1. Roadway Characteristics Inventory

Physical roadway features or characteristics will be documented from field observations and measurements of the different roadway segments. Standard methods established by Florida Department of Transportation (FDOT) will be followed and the collected data will be summarized and analyzed. Samples of data to be collected include:

- 1) The number and width of roadway lanes, which are key elements in determining existing quality/level of service (LOS) of each transportation mode (auto, bicycle, pedestrian, transit) as well as to plan future improvements and promote a balanced multi-modal transportation system.
- 2) Type and width of shoulders information will be vital aspects for determining accommodation for on-street parking, emergency use, road stability, future widening, etc.

2. Parking Inventory

A comprehensive parking inventory will be conducted to assemble information about the location, capacity and other pertinent characteristics of existing parking spaces at the curb and in off-street areas, including alleys and spaces between buildings. Parking information to be collected includes:

- 1) Number of parking spaces.
- 2) Time limits and hours of operation.
- 3) Ownership (public, private or restricted to employees or customers of a particular building).
- 4) Rates (if any) and method of fee collection.
- 5) Type of regulation at curb spaces (loading zone, passenger zone, taxi zone or bus zone).
- 6) Type of facility (lot or garage).
- 7) Probable degree of permanency (good conditions, poorly maintained, temporary nature, expected to be replaced with new construction, etc).

3. Accident and Crash Reports

An integral part of the data gathering effort will involve the collection of the most recent accident data for the project facility. The McM Team knows that accident severity and frequency are important parameters in determining inadequacies of any facility. In addition, analysis of these parameters will offer a good insight into the need or advisability of providing geometric, operational or other features geared towards the elimination or mitigation of accident potential. Data obtained from the City of Miami Beach Police and FDOT databases for years 2002 through 2004 will be compiled and evaluated.

4. Drainage Conditions

The McM Team will conduct a preliminary field review to document the existing condition of the storm water system and identify potential flooding areas. A meeting with Miami-Dade County Department of Environmental Resources Management (DERM) and Public Works will be scheduled to verify the governing agency's water quality criteria, flood protection LOS, and environmental permitting requirements. All the information obtained will be documented and included in the Conceptual Plan Report.

5. Other Utilities Inventory

Inventory of surface and overhead utilities and designation of these existing utilities will be conducted and used as a base for preparing survey preliminary drawings. Meetings with the utilities suppliers will be scheduled to corroborate the inventory and investigate planned utilities projects.

6. Landscaping Inventory

Knowledgeable personnel will inventory and classify the existing landscaping along the corridor.

7. Urban Design Opportunities

The approach to the design implementation of the corridor would be to establish a strong concept of a livable community taking into consideration the mixed-use character of the area and follow through with detailed design. It will be our intent to develop all aspects of the corridor that would include but not necessarily be limited to:

- 1) Conceptual Roadway Corridor Design
- 2) Planting
- 3) Irrigation
- 4) Lighting
- 5) Pedestrian circulation
- 6) Graphics and banners
- 7) Benches, trash receptacles, etc.

8. Existing Conditions and Findings Documentation

The observations and results from field surveys and existing condition inventories will be documented and presented to the Team members for a comprehensive evaluation of the existing conditions and characteristics of the study corridor. In this exercise, the McM Team will discuss ideas and develop a clear understanding of what actually exists and what is the most feasible approach for providing operational improvements and enhancements to the Sixteenth Street corridor. Conclusions

resulting from this effort will be documented in an Existing Conditions and Findings Memorandum.

MANHOURS

The projected man-hours required for accomplishing the field surveys and existing condition inventories and documenting findings for the Sixteenth Street corridor project are presented in **Table 2**.

TABLE 2
PRELIMINARY ESTIMATE OF WORK EFFORT
TASK 1.1.2 FIELD SURVEYS AND EXISTING CONDITION INVENTORIES

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
1. <i>Roadway Characteristics Inventory</i>	12
2. <i>Parking Inventory</i>	8
3. <i>Accident and Crash Reports</i>	24
4. <i>Drainage Conditions</i>	
Site Reconnaissance Visit	8
Existing Data Collection	16
Meeting with Miami-Dade County DERM	4
5. <i>Other Utilities Replacement</i>	
Surface and Overhead Inventory and Designation of Existing Utilities	12
Survey Preliminary Drawings	24
Meeting with Utilities Suppliers	6
6. <i>Landscaping Inventory</i>	
Field Inventory	8
Classification/Documentation	8
7. <i>Urban Design Opportunities</i>	
Visual Analysis	32
Opportunities and Constrains Plan	32
8. <i>Existing Conditions and Findings Documentation</i>	
Existing Conditions and Findings Documentation	40
Project Management/Administration (5%)	12
TOTAL	246
McM Team Cost	\$28,290.00

Subtask 1.1.3 Define Goals and Objectives for the Study Pursuant to Results of the Field Survey and Existing Condition Inventory

The conclusions documented in the Existing Conditions and Findings Memorandum will drive a brainstorming session, which will enable the Team to discuss ideas and develop the matrix of viable conceptual alternatives for the Sixteenth Street corridor. These alternatives will be documented and used as a base for the development of the Corridor Conceptual Plan. At this stage, a Draft Corridor Conceptual Plan Report will be prepared. This report will document the existing conditions, findings and recommendations and the development of the most viable conceptual alternatives.

MANHOURS

The effort required for developing the viable conceptual alternatives pursuant to the results of the surveys and existing condition inventories effort will involve a number of Team staff brainstorming meetings. The projected man-hours are presented in **Table 3**.

TABLE 3
PRELIMINARY ESTIMATE OF WORK EFFORT
TASK 1.1.3 DEFINE GOALS AND OBJECTIVES PURSUANT TO RESULTS
OF FIELD SURVEYS AND EXISTING CONDITIONS INVENTORY

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
<i>1. Team Brainstorming Sessions to Develop Conceptual Alternatives</i>	
Traffic Group	12
Drainage Group	12
Planning & Architecture Group	12
Surveying & Utility Location Group	12
Subtotal	48
<i>2. Documentation</i>	
Draft Corridor Conceptual Plan Report	40
Subtotal	40
Project Management/Administration (5%)	4
TOTAL	92
McM Team Cost	\$10,580.00

TASK 1.2 - DEVELOP SIXTEENTH STREET CORRIDOR CONCEPTUAL PLAN

Subtask 1.2.1 Visioning Session with Technical Committee

A meeting with the City Technical Committee will be scheduled to review the goals and objectives as envisioned by the McM Team, based on the findings from the existing conditions evaluation and the developed viable alternatives.

Subtask 1.2.2 Develop Conceptual Plan Based on Input Received from the Technical Committee

Based on the Visioning Session and existing conditions results, the process of narrowing down the alternatives to the most feasible conceptual plan will be undertaken. This plan will entail a combination of recommended improvements and enhancements including, but not limited to:

- 1) Operational and safety improvements to the corridor, intersections and signalization.
- 2) Reconstruction or milling, resurfacing and striping of roadway.
- 3) Utility relocation.
- 4) Sidewalk.
- 5) Curb and gutter.
- 6) Street lighting.
- 7) Bicycle and pedestrian features.
- 8) Parking facilities.
- 9) Traffic calming devices.
- 10) Landscaping.
- 11) Graphics and banners.

Subtask 1.2.3 Present Conceptual Plan to Transportation and Parking Committee

A meeting with the Transportation and Parking Committee will be scheduled to present the proposed preliminary Corridor Conceptual Plan to reach a consensus and identify the preferred alternatives for the improvements and enhancements along the corridor.

Subtask 1.2.4 Hold Community Workshop No. 1

The first community workshop will be held for residents and other stakeholders to express their concern and priorities. Comments and recommendations obtained during the workshop will be documented and taken into consideration for potential modifications to the plans once they are approved by the City and the participant Committees.

MANHOURS

The effort required to develop the Preliminary Sixteenth Street Corridor Conceptual Plan Report is summarized in **Table 4**.

TABLE 4
PRELIMINARY ESTIMATE OF WORK EFFORT
TASK 1.2 DEVELOP SIXTEENTH STREET CORRIDOR
CONCEPTUAL PLAN

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
<i>Subtask 1.2.1 Meet with Technical Committee</i>	
Traffic Group	3
Planning & Architecture Group	3
Subtotal	6
<i>Subtask 1.2.2 Develop Conceptual Plan</i>	
Develop Initial Concepts (up to 3)	60
Subtotal	60
<i>Subtask 1.2.3 Present Conceptual Plan to Transportation & Parking Committee</i>	
Traffic Group	3
Planning & Architecture Group	3
Subtotal	6
<i>Subtask 1.2.4 Hold Community Workshop No. 1</i>	
Prepare Presentation Materials	20
Key Team Staff Attendance (4)	20
Subtotal	40
Project Management/Administration (5%)	6
TOTAL	118
McM Team Cost	\$13,570.00

TASK 1.3 - DRAFT SIXTEENTH STREET CONCEPTUAL PLAN REPORT

Subtask 1.3.1 Prepare a Draft Conceptual Plan Report for the Project

Based on the input received at the three introductory meetings, a Draft Conceptual Plan Report will be prepared including an executive summary, a report of existing conditions, and the preferred conceptual plan. This Draft Conceptual Plan Report will also include preliminary calculations, review of schedule, a map illustrating all proposed improvements and a summary of the permitting process.

Subtask 1.3.2 Meet with Technical Committee for Draft Conceptual Plan Review

A meeting with the Technical Committee will be scheduled to review the proposed draft of the Preferred Corridor Conceptual Plan and preliminary cost estimates.

Subtask 1.3.3 Presentation/Final Discussion with Transportation and Parking Committee

A final meeting with the Transportation and Parking Committee will be held to present the draft of the preferred Corridor Conceptual Plan and preliminary cost estimates.

MANHOURS

The effort required to develop the Draft Sixteenth Street Conceptual Plan Report is summarized in **Table 5**.

TABLE 5
PRELIMINARY ESTIMATE OF WORK EFFORT
TASK 1.3 DEVELOP DRAFT SIXTEENTH STREET CONCEPTUAL PLAN REPORT

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
<i>Subtask 1.3.1 Prepare Conceptual Plan</i>	
Develop Preferred Concept	32
Provide Illustrative Street Sections (up to 3)	16
Provide Preliminary Order of Magnitude Quantities	16
Subtotal	64
<i>Subtask 1.3.2 Meet with Technical Committee</i>	
Traffic Group	3
Planning & Architecture Group	3
Subtotal	6
<i>Subtask 1.3.3 Final Presentation to Transportation & Parking Committee</i>	
Traffic Group	3
Planning & Architecture Group	3
Subtotal	6
Project Management/Administration (5%)	4
TOTAL	80
McM Team Cost	\$9,200.00

TASK 1.4 – FINAL SIXTEENTH STREET CONCEPTUAL PLAN REPORT

Subtask 1.4.1 Prepare a Final Conceptual Plan Report for the Project

Based on the final input received from the participant Committees and Community, the Final Conceptual Plan Report for the Project will be prepared. The Conceptual Plan Report will be a comprehensive source to serve as the basis for planning the design phase for the Sixteenth Street Corridor.

Subtask 1.4.2 Review Final Conceptual Plan with City and Applicable Regulatory Agencies

The McM Team will make sure that the Final Conceptual Plan Report includes all the revisions implemented during reviews with the City and regulatory agencies. Three meetings will be scheduled with the City, County and State representatives.

Subtask 1.4.3 Present Final Conceptual Plan at City Commission Meeting for Approval

The McM Team will present the final Conceptual Plan at a City Commission Meeting for approval.

Subtask 1.4.4 Present Approved Final Conceptual Plan to the Metropolitan Planning Organization's (MPO) Transportation Planning Council

Key staff of the McM Team will present the Adopted Conceptual Plan to the MPO Transportation Planning Council.

MANHOURS

The effort required for developing the Final Sixteenth Street final Conceptual Plan Report is summarized in **Table 6**.

TABLE 6
PRELIMINARY ESTIMATE OF WORK EFFORT
TASK 1.4 DEVELOP FINAL SIXTEENTH STREET CONCEPTUAL PLAN

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
<i>Subtask 1.4.1 Prepare Final Conceptual Plan</i>	
Refine Draft Conceptual Plan	20
Provide Vignette Sketches (up to 3)	12
Prepare Documents for Conceptual Plan Report	8
Subtotal	40
<i>Subtask 1.4.2 Review Final Conceptual Plan with City and Applicable Agencies</i>	
Attend 3 Meetings (City, County, State)	9
Subtotal	9
<i>Subtask 1.4.3 Present Final Conceptual Plan to City Commission</i>	
Prepare Presentation Materials	6
Key Team Staff Attendance (3)	6
Subtotal	12
<i>Subtask 1.4.4 Present Conceptual Plan to MPO-TPC</i>	
Prepare Presentation Materials	6
Key Team Staff Attendance (3)	6
Subtotal	12
Project Management/Administration (5%)	4
TOTAL	77
McM Team Cost	\$8,855.00

**II. SUMMARY OF PROPOSED COST ESTIMATE TO COMPLETE PROJECT
PHASE I – CONCEPTUAL PLAN REPORT**

TABLE 7
SUMMARY OF TOTAL PROPOSED COST ESTIMATE
FOR PROJECT PHASE I – CONCEPTUAL PLAN REPORT

DESCRIPTION OF TASK	MAN-HOUR ESTIMATE
TASK 1.A Define Goals and Objectives	\$44,390
TASK 1.B Existing Conditions Data Collection and Findings	\$13,570
TASK 1.C Development of Preliminary Sixteenth Street Conceptual Plan	\$9,200
TASK 1.D Development of Final Sixteenth Street Conceptual Plan	\$8,855
TOTAL McM Team Cost	\$ 76,015.00

II. TIMELINE AND PAYMENT SCHEDULE **FOR PROJECT PHASE I – CONCEPTUAL PLAN REPORT**

The McM Team agreed that the effort to conduct surveys, tests, data collection, analysis, presentations, and prepare the Final Sixteenth Street Conceptual Plan Report will be conducted within a time period of nine months. The McM Team is prepared to start working on the project as soon as the City provides the McM Team the Notice to Proceed, abiding by the following timeline and payment schedule:

	Timeline	Payment Schedule
TASK 1.1 – DEFINE GOALS AND OBJECTIVES:	3 Months	\$44,390
Subtask 1.1.1 Kickoff Meeting (McM and City Staff)		
Subtask 1.1.2 Field Surveys and Existing Conditions Inventory		
Subtask 1.1.3 Define Goals and Objectives for the Study Pursuant to Results of the Field Survey and Existing Conditions Inventory		
TASK 1.2 - DEVELOP 16th St. CONCEPTUAL PLAN:	2 Months	\$13,570
Subtask 1.2.1 Visioning Session with Technical Committee		
Subtask 1.2.2 Develop a Conceptual Plan, based on input received from the Technical Committee		
Subtask 1.2.3 Present Conceptual Plan to the Transportation and Parking Committee		
Subtask 1.2.4 Hold Community Workshop No. 1		
TASK 1.3 - DRAFT CONCEPTUAL PLAN REPORT:	2 Months	\$9,200
Subtask 1.3.1 Prepare a Draft Conceptual Plan Report		
Subtask 1.3.2 Meet with Technical Committee for Draft Conceptual Plan review		
Subtask 1.3.3 Presentation/Final Discussion with Transportation and Parking Committee		
TASK 1.4 – FINAL CONCEPTUAL PLAN REPORT:	2 Months	\$8,855
Subtask 1.4.1 Prepare a Final Conceptual Plan Report		
Subtask 1.4.2 Review Final Conceptual Plan with City and Applicable Regulatory Agencies		
Subtask 1.4.3 Present the Final Conceptual Plan at City Commission Meeting for Approval		
Subtask 1.4.4 Presentation of Approved Final Conceptual Plan to the MPO's Transportation Planning Council		
TOTAL PHASE I SCHEDULED PAYMENTS:	9 Months	\$76,015

RESOLUTION TO BE SUBMITTED

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution approving and authorizing the execution of an Interlocal Agreement between Miami-Dade County and the City for the provision of a bi-directional transit circulator route service in South Beach to be known as "The Local," as negotiated by the Administration.

Issue:

Shall the City enter into an Agreement with the County for The Local Shuttle Service?

Item Summary/Recommendation:

Resolution No. 2005-25830, dated February 23, 2005, authorized the Administration to finalize negotiations on the required Interlocal Agreement between the County and City, for Miami-Dade Transit (MDT) to implement, operate and maintain a bi-directional circulator bus route service in South Beach, to be known as "The Local." Included in the Administration-negotiated Agreement are the following major items:

- The Local will operate 10 diesel minibuses at frequencies of 10 minutes during peak service hours, and 15 minutes off-peak.
- The fare will remain at 25 cents, unless modified by the City Commission.
- Interim service will begin on September 24, 2005, utilizing existing MDT diesel minibuses - essentially as a revamped Route W.
- The drivers for The Local Service will be selected according to Labor Union rules and regulation.
- Full-scale operation of The Local Service, with new buses featuring the City-requested logo and bus wrapping identity, will begin by February-March 2006, after a proper marketing effort has been undertaken to introduce the bi-directional circulator route service.
- All MDT buses (old or new) have on-board surveillance equipment. New buses will be equipped with automatic passenger counters beginning late 2006.
- MDT provides a Transit Operations Supervisor for all MDT service to Miami Beach, including The Local.
- MDT will provide a full-time Customer Service Officer (CSO), as well as a special telephone line, for all transit route services provided to Miami Beach by MDT. At the City's determination, the CSO could be located at City Hall, if room is provided by the City.
- The City will purchase six (6) mini-buses from the County with the \$1,629,444 FTA funds earmarked for Miami Beach and transfer the mini-buses to the County for operation of the Local.
- In the event the Agreement is terminated, the County will return the City purchased buses and allow the City to continue service in the expanded route locally.
- The City's share of the first year (09/24/05 to 09/30/06) cost of The Local Service is \$1,217,900 (including PTP funds). Annual increases will be based on the SFCPI or 3%, whichever is less.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
	1			
	2			
Finance Dept.	Total	N/A		

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM

R7E

DATE

6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH FOR THE PROVISION OF A BI-DIRECTIONAL TRANSIT CIRCULATOR ROUTE SERVICE, TO BE KNOWN AS "THE LOCAL"; PURSUANT TO NEGOTIATIONS FINALIZED BY THE ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION

Adopt the resolution with a September 2005 MDT service start date.

ANALYSIS

At the February 23, 2005 City Commission meeting the administration was authorized to negotiate and develop an interlocal agreement with the Miami-Dade Transit to provide a bi-directional transit circulator route service in South Beach to be known as "The Local". The negotiated Agreement is hereby submitted for Commission consideration.

The major City conditions that have been agreed upon by MDT are:

- The Local will operate 10 diesel minibuses at frequencies of 10 minutes during peak service hours, and approximately 15 minutes off-peak.
- The fare will remain at 25 cents, unless modified by the City Commission.
- The operating hours will be Weekdays/Saturdays from 8:00 a.m. to 1:00 a.m., and Sundays/Holidays from 10:00 a.m. to 1:00 a.m.
- A bi-directional Route W (interim service) will begin operation on September 24, 2005, utilizing existing MDT diesel minibuses.
- "The Local" Service with new buses featuring the City-requested logo and wrapping identity, will begin by February-March 2006, after a proper marketing effort has been undertaken to introduce the bi-directional circulator service to its South Beach patrons.

- MDT agreed to abide by the City reporting requirements.
- The Local Shuttle drivers will receive special training on Service Quality, Customer Service Excellence, and Ambassador Standards, as shown in Exhibits "D" through "F" of the Interlocal Agreement.
- The City will purchase six (6) minibuses from the County with the \$1,629,444 FTA funds earmarked for Miami Beach and transfer the mini-buses to the County for operation of The Local.
- In the event the Agreement is terminated, the County will return the City purchased buses and allow the City to continue service in the expanded route locally.
- All MDT buses (old and new) have on-board surveillance equipment.
- The new buses will be equipped with automatic passenger counters (APCs) beginning late 2006. In the interim, passenger counts will continue to be done manually.
- MDT will provide a full-time Transit Operations Supervisor (TOS) for all MDT route services in Miami Beach, including The Local route.
- MDT will provide a full-time Customer Service Officer (CSO) and a special telephone number for all MDT bus service in Miami Beach, including The Local.
- The CSO could be located at a City-owned facility, if room is provided by the City for the purpose.

Prior to the interlocal agreement negotiations, the City's expectation was that the County procurement of new buses to serve the local route would be available in the fall of 2005. As negotiations progressed, parallel to the County bus procurement, it became apparent that the new buses could not be placed into service until spring 2006. This delay was attributed to the extended negotiations and the requirement for approval of the selected bus manufacturer by the Miami-Dade Board of County Commissioners.

This procurement and service schedule allows the City two options for service start-up. The City can wait until the spring of 2006 to begin the local service through MDT completely as discussed and offered to the City; or the County can start with an interim service in September 2005 that would provide all services in the agreement, with the exception of the new buses. If interim service is selected, the new buses would be added in the spring of 2006.

The agreement presented, includes the interim service start-up rather than waiting for the procurement of the new buses for start-up. This service option is suggested so as to provide the expanded bus service more expeditiously to the community, with the only difference using the County fleet of small low floor buses (similar in size and character to the new buses to be purchased). The City would work with MDT to provide appropriate distinctive markings on the buses to help with the service identity.

Either start-up option is available to the Commission and can be accommodated both by

MDT and our current service provider MBTMA. The disadvantages of delaying the start-up to spring 2006 are:

- The City will incur an estimated additional \$723,730 in operating cost by continued operations of the current Electrowave busses.
- The age of the Electrowave busses, along with the fact that these busses are no longer in production could create service reliability issues.
- The Electrowave will continue to only provide bi-directional service on the east side of South Beach compared to the expanded bi-directional service on the east and west sides of South Beach.

The City-negotiated budget for the first year (09/24/05 to 09/30/06) Local Shuttle Service is \$2,665,360, being \$1,217,900 in City funds (including PTP) and \$1,447,460 in MDT funds. Annual increases will be based on the South Florida CPI or 3%, whichever is less.

BACKGROUND

In January 1998 the City of Miami Beach and the MBTMA started the "Electrowave", an electric shuttle bus service on South Beach. The initial service was provided with seven (7) electric buses, Monday through Wednesday, 8:00 a.m. to 2:00 a.m.; Thursday through Saturday 8:00 a.m. to 4:00 a.m.; and Sunday 10:00 a.m. to 2:00 a.m. Service was provided free of fare on a two-way circulator with 29 stops. In July 1999 a fare of \$.25 was implemented.

In 2003, as a result of fluctuating ridership and increasing costs, the City commissioned a study that was conducted by the Center for Urban Transportation Research (CUTR) from the University of South Florida. The study was to analyze the Electrowave viability, to provide recommendations regarding ways to improve the mobility on South Beach, eliminate duplicative bus services provided by MDT and the City on the same corridors, and to recommend ways to increase ridership and reduce cost.

The CUTR report of the Electrowave established that there is a need in the community for a shuttle service and that the Electrowave shuttle bus service is among the most successful local transit circulator services among dozens in Florida. The CUTR report made a variety of recommendations such as:

- New route configuration options
- Elimination of the Collins route
- Contracting with private sector and possibly the County
- Developing new marketing strategies
- Switching to diesel vehicles
- Coordinate with Miami-Dade Transit
- Changing service hours

Many of the recommended changes have been implemented to date, resulting in improved ridership and service. Route changes have been enacted, new marketing initiatives implemented, service hours adjusted and a determination to change the fleet to diesel vehicles has been made.

In developing the Electrowave budget for FY 2004/2005, and as a follow up to the CUTR study, the Administration started to explore different operating shuttle bus alternatives for

South Beach. One of the alternatives considered was the nature of the relationship with MDT and how City and MDT transit resources might be utilized to operate the Electrowave bus circulator service. In April 2004, the first meeting took place between City and County official to explore different operating alternatives to operate a bus circulator service in South Beach.

One key concept that was discussed with the County is how the two agencies can best use their respective public resources to the maximum advantage of the community. There was a conscious recognition that as public agencies each has an obligation to be responsible stewards of public resources. While both agencies could operate transit services in the same general area, it would be inefficient and provide no real advantage to the public to cover similar service areas.

A series of meetings were conducted with the County through the fall of 2004. In a September 2004 City Commission budget meeting, the nature of the County discussions was reviewed and the Commission confirmed a desire to continue to explore options. In October 2004 several service options began to take shape, the general terms of which were briefed to the Transportation and Parking Committee and the Miami Beach Transportation Management Association.

In November 2004, the City Commission again confirmed a desire to explore services provided by MDT and directed the Administration to finalize negotiations with the County. Commissioner Bower was designated the Commission liaison for the negotiations.

In late 2004/2005 County and City staff developed a series of service options to present to the City Commission. In general terms, the scope of services provides that MDT would become the contractor providing shuttle services on South Beach in lieu of the current contractor, the Miami Beach Transportation Management Association (MBTMA). The scope provided for an expanded level of service at significantly less cost to the City.

In the creation of the different service options, the City and County discussed the option of the City operating the expanded shuttle route with a County financial contribution. The County contribution would have been in lieu of, or a part of the funds spent on service to the current MDT route. The option of a shared responsibility for bus service that would have the County run the route in one direction and the City in the opposite direction was also explored. Both of these options were not deemed feasible.

In order to conclusively address the City's ability to operate the current County route in lieu of the County, the City also asked whether it would be allowed to run a route very similar to the current W route without a financial contribution from the County. The County stated that they will not abandon the current W route and would not permit the City to provide service to that area. The only service options available to the City for future operations would be the current configuration of the Electrowave route or some other modification that did not duplicate County service.

The transit proposals presented provided more service for less cost and are the result of the City and County combining and coordinating transit resources, rather than continuing to operate in competition for much of the same ridership. The proposals also recognized the benefits of the required infusion of spending for route improvements by MDT to comply with the requirements of the Peoples Transportation Tax. The proposals captured the

benefit of the increased spending by MDT and shared resources to provide the community with a better level of service.

Four service level options were presented for Commission consideration with different headways (the time between buses at any given bus stop). Each service option presented an improvement in the service level by decreasing the headway. As headways were decreased, the cost of the service option increased.

The costs in the service options assumed that the base level of service is paid to the County by using the City transit share of the annual Peoples Transit Program Tax (PTP). The annual PTP transit allocation is 20% of the total amount provided to the City. This 20% allocation is required to be used for transit purposes. If not used for transit services, the 20% share of PTP funds must be returned to the County. At present, these funds are used to pay part of the Electrowave budget. The 2005 allocation is approximately \$500,000, and is expected to increase annually with the tax proceeds.

The scope of service also identified future cost increases and capped the increase to the lower of the South Florida Consumer Price Index, or 3%. While the savings to the City will vary dependent on the service option selected, at the highest service level discussed to date, the conservative 5 year savings in City expenditures is projected to be over \$4,500,000.

The scope of service maintains the current fare of \$.25. Future fare changes are left to the City Commission to address or approve. Increases in operating costs could be paid with all City resources, fare increases, or any combination of resources as determined by the City Commission in each annual budget cycle.

CONCLUSION:

The Administration recommends adopting the Resolution with a September 2005 MDT service start date.

Attachments: Proposed Interlocal Agreement with MDT
Exhibits "A" through "F" to the Interlocal Agreement

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH FOR THE PROVISION OF A BI-DIRECTIONAL TRANSIT CIRCULATOR ROUTE SERVICE, TO BE KNOWN AS "THE LOCAL", PURSUANT TO NEGOTIATIONS FINALIZED BY THE ADMINISTRATION, AT CITY COMMISSION REQUEST.

WHEREAS, Resolution No. 2005-25830, dated February 23, 2005, authorized the Administration to finalize negotiation of the required Interlocal Agreement between Miami-Dade County and the City of Miami Beach, for Miami-Dade Transit (MDT) to provide a bi-directional transit circulator route service in South Beach, to be known as "The Local"; and

WHEREAS, MDT has agreed to most of the Miami Beach requirements for The Local Service, such as implementation timelines; service schedules, frequency, and identity; quality of service and customer service standards; quality control officers and reporting obligations; and operating cost distribution and annual cost increases; and

WHEREAS, The Local will operate ten (10) diesel minibuses at ten-minute frequency during peak service hours, and approximately fifteen minutes off peak; the operating schedule will be Weekdays/Saturday from 8:00 a.m. to 1:00 p.m., and Sundays/Holidays from 10:00 a.m. to 1:00 a.m.; and

WHEREAS, an interim bi-directional Route W service will begin operation on September 24, 2005, utilizing existing MDT diesel minibuses; and

WHEREAS, full-scale operation of The Local Service, with newly-purchased diesel minibuses, featuring the City-designated logo and bus wrapping identity, will begin by February-March 2006, after a proper marketing effort is undertaken to introduce The Local Service to its patrons; and

WHEREAS, the proposed Interlocal Agreement is attached to and made part of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Mayor and City Clerk to execute an Interlocal Agreement between Miami-Dade County and the City of Miami Beach for the provision of a bi-directional transit circulator route service, to be known as "The Local", pursuant to negotiations finalized by the Administration, at City Commission request.

PASSED AND ADOPTED this the _____ day of _____, 2005.

ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 6-3-05
City Attorney Date

**Interlocal Agreement
Between
Miami-Dade County and the City of Miami Beach
for the Provision of
A Bi-Directional Transit Circulator Route Service in South Beach
to be known as "The Local"**

This is an Interlocal Agreement, made and entered into this _____ day of _____, 2005, by and between: Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "the County," and the City of Miami Beach, a municipal corporation of the State of Florida, hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, ever increasing traffic congestion and the lack of enough parking facilities in South Beach have created an inconvenience for the area's patrons, and a significant concern to the residents and merchants of the City of Miami Beach; and

WHEREAS, some of the City parking facilities are distant from visitor attraction areas, therefore are underutilized. In conjunction with a local Park and Ride Shuttle service, these facilities would be fully utilized and would help mitigate traffic congestion in the visitor attraction areas; and

WHEREAS, notwithstanding the fact that the County-operated public transit bus service (Metrobus) has substantial service density and frequency in South Beach, visitors and residents in the area continue to rely on their private automobiles to provide mobility in the more heavily congested areas; and

WHEREAS, the County's Metrobus service is operated pursuant to a traditional weekday commuter rush period, with reasonable ridership, while the peak congestion periods in the City's visitor attraction areas tend to be different than commuter peak hours, particularly on weekends, holidays, and late evening hours; and

WHEREAS, it is desirable to provide an alternative form of supplemental public transit service to the residents of and visitors to the City of Miami Beach; and

WHEREAS, since January 1998, the City has operated and funded the Electrowave Shuttle Service as an alternative form of supplemental, bi-directional public transit which operates mostly on the eastern side of South Beach; and

WHEREAS, the County has operated and funded Metrobus Route W, as a one-way circulator transit service to the eastern and western side of South Beach; and

WHEREAS, both the City and County wish to have the County operate a new bi-directional circulator route service in South Beach, to be known as "The Local." The Local will combine the transit resources of the City's Electrowave and the County's Route W to provide a new bi-directional circulator which will maximize service to the community, while eliminating service duplication and waste of public resources.

NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the County and the City agree as follows:

ARTICLE 1

DEFINITIONS

- 1.1 "ADA" shall mean the Americans with Disabilities Act of 1990, as amended.
- 1.2 "Contractor" shall mean any entity, public or private, providing public transit services or contributing to the provision of the services described in this Agreement under contract to the County.
- 1.3 "The County" shall include Miami-Dade County, the Miami-Dade Transit, the Miami-Dade Consumer Services Department, and authorized representatives thereof.
- 1.4 "The City" shall mean the City of Miami Beach and authorized representatives thereof.
- 1.5 "MDT" shall mean the Miami-Dade Transit and authorized representatives thereof.
- 1.6 "USDOT" shall refer to the U.S. Department of Transportation, its rules and regulations, and representatives thereof.
- 1.7 "Fare" for shuttle service shall mean the individual transportation fee paid by public transit passengers, in accordance with this Agreement.
- 1.8 "Line-up(s)" shall refer to the event(s) when new schedules or service is implemented by MDT in accordance with the CBA, as said term is defined in Subsection 1.9 below.
- 1.9 "CBA" shall mean Collective Bargaining Agreement between the Miami-Dade County and the Transport Workers Union Local 291.
- 1.10 "TWU" shall mean Transport Workers Union Local 291.

- 1.11 "The Local" shall mean a Bi-Directional Transit Circulator Route Service in South Beach, operating diesel minibuses.

ARTICLE 2

GENERAL REQUIREMENTS

- 2.1 Compliance with Applicable Laws and Regulations. The City and the County and its contractors, if any, shall comply with all existing and future laws, statutes, ordinances, codes, rules, regulations, CBA and procedural requirements, whether federal, state, or local, which are applicable to, or in any manner affect, the provision of The Local service. The County shall be responsible for ensuring compliance of its employees, contractors, agents, or assigns with all applicable County, State, and federal requirements, including, but not limited to, all safety, mechanical, and vehicular standards mandated by appropriate laws, regulations, ordinances, and documents and complying therewith.
- 2.2 Vehicles. All vehicles utilized to provide The Local service shall be owned and maintained by the County and shall be part of the MDT fleet. The County shall obtain new bio-diesel (or equivalent alternative) fuel if allowed by manufacturers warranty and when the price of bio-diesel fuel is lower or comparable to that of ultra-low sulphur diesel to be used as fuel for the low-floor minibus vehicles to be operated on this service. The vehicles shall comply with all safety, mechanical, and vehicular standards mandated by any applicable County, State, and federal requirements including, but not limited to, all safety, mechanical, and vehicular standards. The vehicles shall be maintained in conformance with manufacturer's specifications and MDT standards.
- 2.2.1 The County agrees to allow the City to purchase six (6) low-floor diesel minibuses from its new bus procurement contract, for a price not to exceed \$1,629,445 available in FTA Section 5309/Miami Beach funds. The County will supplement any cost difference between the City funds and the aforementioned amount. The title to these buses will be transferred to the County and these buses will be utilized for the provision of service for "The Local."
- 2.2.2 The vehicles shall be painted or decaled in distinctive livery, such as the special logos, colors and designs shown in **Exhibit A**. The logo of The Local service shall be displayed on the vehicles along with the logo or other branding being used by the County. The vehicles in this livery shall be used only for The Local service. In circumstances when the special-liveried buses are not available for service, standard Metrobus minibuses may be used.

- 2.2.3 All vehicles will be equipped with Automatic Passenger Counters (APC), as part of the new fare-box modernization program to be initiated by Fiscal Year (FY) 2006. All vehicles will be equipped with on-board surveillance equipment (voice and video) and automated vehicle locator (AVL) systems.
- 2.2.4 In the event that this Agreement is terminated prior to the useful life of the vehicles, as specified in Federal regulations, City-purchased vehicles that are transferred to the County as part of this Agreement, shall be immediately returned to the City; the vehicles purchased by the County, shall remain part of the MDT service fleet and can be repainted or redecaled to conform to standard Metrobus livery then in effect.
- 2.2.5 In the event that this Agreement is terminated, the County agrees to allow the City to purchase up to six (6) additional low floor diesel minibuses from its new bus procurement at the County-negotiated price per bus to be funded by the City and at the sole option of the City. These six (6) diesel minibuses shall be in addition to any City-purchased vehicles that are returned to the City pursuant to Subsection 2.2.4.
- 2.3 Compliance with Procurement Requirements. The County and the City agree to comply with applicable federal and state procurement requirements, as may be amended from time to time, when entering into contracts with third parties to fulfill the obligations under this Agreement.
- 2.4 Drug-free Workplace and Testing. In accordance with the Code of Miami-Dade County, the County, and its contractors, in any, shall continue to maintain a drug-free workplace program including pre-employment drug testing and other periodic drug testing for all persons holding safety-sensitive positions, as defined by USDOT, related to transit operations. Effective upon execution of the Agreement, the County shall require that its employees and contractors, if applicable, comply with all applicable requirements of the USDOT regulations for drug and alcohol testing. To the extent that any terms in this Agreement are inconsistent with the USDOT regulation, the requirements of the USDOT shall control.
- 2.5 County Representative. The County will enhance service supervision for The Local service by assigning a Transit Operation Supervisor (TOS) to the zone where the service will be provided; someone who will monitor The Local route service on the field level. The County also agrees to have a designated Customer Service Representative act as a full-time contact person for the City Representative.
- 2.6 City Representative. The City shall designate individual(s) to act as liaison to the County's staff and notify the County thereof. The City shall promptly notify the County of any changes.

- 2.7 Citizen's Advisory Committee. The City Commission will appoint a Citizens' Advisory Committee to review the overall County performance, adherence to service levels, quality of service, and customer service standards established for the The Local service being provided by the County, and give input. This will be done on a quarterly basis, at a minimum.
- 2.8 Amendments or modifications. Unless provided otherwise elsewhere in this Agreement, amendments and modifications to this Agreement must be in writing and shall require the signatures of the County Manager and the City Manager, or their designees, subject to authorization by their respective Board and Commission. Notwithstanding the foregoing, amendments to this Agreement regarding alignments, schedules, and fares, as described in Section 2-150 (c) of the Miami-Dade County Code, may be approved by the County Manager and the City Manager, subject to authorization by the City Commission.

ARTICLE 3

THE LOCAL SERVICE

- 3.1 Provision of The Local Service. The County shall provide The Local service within the southern portion of the City of Miami Beach at the locations and according to routes as contained in **Exhibit B** and schedules contained in **Exhibit C**. Any changes to **Exhibits B or C** shall be consistent with Chapter 31 of the Code of Miami-Dade County and be effective only upon the written consent of the County Manager and the City Manager. **Exhibit C** defines the level of service that is required under this Agreement. The County will provide sufficient resources, including, but not limited to, buses and drivers to maintain this level of service.
- 3.2 Fares. The initial fare for The Local service shall be twenty five cents (\$0.25). Any changes to the regular fare of \$0.25 shall be solely within the discretion of the City of Miami Beach. Qualified passengers shall pay no fare. MDT passes, transfers or identification entitling a passenger shall be accepted to enable passengers to ride The Local service without paying any additional fare. The Local service operators shall issue and charge for transfers to other MDT routes as appropriate and in compliance with County Code and applicable laws, rules and regulations.
- 3.3 Connection and Coordination with Regular Metrobus Routes. The Local service shall enable passengers to connect, at a minimum, with regular County Metrobus routes at points where the routes intersect, merge or diverge. The Local service operating schedules shall be coordinated with regular County Metrobus service to the extent possible.

- 3.4 The Local Service Shown on County Bus Schedules and Maps. The County shall include The Local service on the County's Transit Map. Such inclusion shall commence with the regular publication of the County's Transit Map next occurring after commencement of The Local service operation. The County shall also provide information on The Local service through MDT's routine and customary public information dissemination processes, including its transit information telephone service and on the transit web site.
- 3.5 In addition, the County shall develop and implement a campaign to market the new bi-directional The Local service with the goal of increasing ridership.
- 3.6 Issuance of The Local Service Schedules. The County shall make available to its Metrobus, Metrorail, and Metromover passengers and potential passengers maps and schedules of the The Local service. Such maps and schedules shall display the logo, "The Local", and County branding.
- 3.7 Use of Logo. The County and the City shall both approve the design of a logo uniquely identifying the South Beach Transit Circulator Route Service as "The Local." In addition to The Local service logo and the County logo shall be applied on the vehicles as appropriate. Such logos shall at all times be displayed on the exterior of all vehicles and on the County's bus stop signs at all stops served by The Local service.
- 3.8 Bus Passenger Shelters and Benches. The City or its contractor shall install and maintain the bus passenger shelters and/or benches at all of The Local bus stops where site conditions allow. Where shelters cannot be installed, the City or its contractor shall install and maintain bus passenger benches. The County shall provide, install, and maintain bus stop signs and sign posts at Shuttle stops along route of the The Local service. The City shall remove all bus stop signs at stops that were exclusively served by the Electrowave; and remove Electrowave signs on bus stop sign posts at stops used jointly by the Electrowave and Metrobus routes. The City agrees that it will be the responsibility of the City to comply with all ADA regulations with regards to accessibility to and from bus passenger stops and bus shelters.
- 3.9 Service Quality Standards. The County shall abide by the Service Quality Standards provided by the City for The Local service and hereby attached as **Exhibit D.**
- 3.10 Selection of Drivers. Drivers will pick this route in accordance with the CBA.
- 3.11 Bus Driver Training. At the start up of services and when new drivers are hired, the County shall conduct *Customer Service Excellence Training (Exhibit E)* and *Ambassador Training (Exhibit F)* for bus drivers and Transit Operations Supervisors (TOS), and make courteous service part of Bus Operators and TOS

performance evaluation. Refresher training shall be conducted as required by the CBA

- 3.12 Transit Operation Supervisor and Customer Service Staff. The County will provide a designated TOS and Customer Service staff, to take care of all complaints and concerns sent directly to the County or the City. This County representative will be available to the City during regular business hours.
- 3.13 Free Rides on Major Events. The County shall provide free rides during New Year's Eve, Memorial Day Weekend, Art Deco Weekend, and Election Days.
- 3.14 Quarterly Reports. The County shall provide the City Representative a quarterly report of performance that shall include: ridership data and trends, marketing initiatives/results, number of bus breakdowns and substitutions, logged complaints and complaint resolutions, etc, as listed in **Exhibit D**, and any other data reasonably requested by the City.
- 3.15 Annual Report. The County shall provide an annual comprehensive performance report to the City-appointed Citizen's Advisory Committee, in May of each year (or as otherwise specified), for consideration by the City Commission as part of the City's annual budget preparation process.
- 3.16 Citizen's Advisory Committee. The County Customer Service representative and the TOS shall meet at least on a monthly basis with the City Representative; and at least on a quarterly basis with the Citizens' Advisory Committee for The Local service, which will be appointed by the City Commission to review the Quarterly Reports and exchange ideas to improve quality of service, and marketing efforts.
- 3.17 City Commission Action. Any Local service – related items that require consideration and approval by the City Commission shall be submitted in writing by the County to the City Representative no later than thirty (30) days prior to the specified Commission Meeting date. Examples of such items are the proposed annual operating budget, and any County-proposed amendments and modifications to this Agreement.

ARTICLE 4

INSURANCE

The parties hereto acknowledge that both the County and the City are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The County and the City shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provision of Section 768.28, Florida Statutes The County

and the City shall collect and keep on file documentation of insurance of any and all contractors contracted to provide and service or product used in conjunction with the operation of The Local service in any way. The County shall further require all contractors to include the City as a named insured and shall provide the City with a copy of the insurance policy purchased by any contractor prior to the commencement of The Local service.

ARTICLE 5

INDEMNIFICATION

- 5.1 In the event the County contracts for transportation services authorized by this Agreement, the contractor shall, in its contract with the County, be required to indemnify and hold harmless the County and the City, and their officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the County and the City, and/or their respective officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The County shall require that the contract between and the County and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the City and/or their respective officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the City from any liability or claim arising out of the negligent performance of the County and the City, and/or their respective officers, employees, agents or instrumentalities or any other related third party.
- 5.2 In the event the City contracts for bus passenger shelters and benches, in conjunction with the provision of service as detailed in this Agreement, the contractor shall, in its contract with the City, be required to indemnify and hold harmless the County and the City, and/or their respective officers, agents, employees and instrumentalities from any and all liability, claims, liabilities, losses, and causes of action, including attorneys' fees and costs of defense which the County and the City, and/or their respective officers, employees, agents and instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, or relating to or resulting from

the provision of transportation services by the contractor and/or its officers, employees, agents or independent contractors. The contractor shall be required to pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County and the City, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. The City shall require that the contract between the County and the City and the contractor include a provision which states that the contractor expressly understands and agrees that any insurance protection required by this agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and the City and/or their respective officers, employees, agents or instrumentalities as herein provided. Nothing herein shall be deemed to indemnify the County and the City from any liability or claim arising out of the negligent performance of the County and the City, and/or their respective officers, employees, agents or instrumentalities or any other related third party.

ARTICLE 6

FINANCIAL ASSISTANCE

- 6.1 Funding. The City shall pay to the County a portion of the operating cost of The Local service. The payment shall be made on a quarterly basis, within thirty (30) days of the City receiving an appropriate invoice from the County. The amount of the payment shall be one fourth (1/4th) of the agreed annual City share, unless otherwise agreed upon by the parties.

The City's share for the operating cost for Fiscal Year 2005-06, will be \$1,217,900. Said amount shall be prorated in the event services are provided for less than a full year. In subsequent fiscal years, the annual increases will be the lesser of the South Florida Transportation Cost of Living index, or three percent (3%).

It is the sole responsibility of the City of Miami Beach to determine the source of and dollar amount per source of funds to comprise the total contribution to the County for the provision of The Local service as required in this Agreement.

- 6.2 Operating Expenditure Reports. The County shall prepare and provide to the City Representative, quarterly reports of operating expenditures incurred by The Local service.

ARTICLE 7

TERMS, MODIFICATIONS AND MISCELLANEOUS PROVISIONS

- 7.1 Term of Agreement. This Agreement shall become effective upon approval of the Board of County Commissioners and the City Commission of the City of Miami Beach and the execution by the County Manager and City Manager and shall remain in force for five (5) years thereafter. This Agreement is subject to two (2) four (4) - year options to renew, by agreement between the County Manager and the City Commission.
- 7.2 Commencement of Service. By specific agreement of the parties, The Local service shall begin interim service in September 2005, utilizing existing County mini-buses. Until The Local service commences, the City shall continue to operate the Electro wave. After all necessary actions are taken by the County, including but not limited to procurement of vehicles, painting/decals of new vehicles, training of drivers, pre-operations and marketing of The Local service, erection of bus stop signposts and signs, and installation of pullout bays, the County will begin permanent service of "The Local" in February-March 2006.
- 7.3 Renegotiation or Modification. Any substantive changes in the level of service to be provided by the County as set forth herein shall only be implemented after the County and the City have entered into a written agreement describing the changed services
- 7.4 Title VI and VII Civil Rights Act of 1964. The City, the County, and their respective Contractors shall not discriminate against any person because of race, color, sex, religious background, ancestry, or national origin in the performance of the Agreement.
- 7.5 Termination for Cause. This Agreement may be terminated for cause by either party. Prior to exercising the option to terminate for cause, the notifying party shall give the defaulting party written notice of its violation of the particular term(s) of the Agreement and shall grant the defaulting party thirty (30) days to cure such default. If such default remains uncured after thirty (30) days, the notifying party may terminate the Agreement upon no less than one hundred twenty (120) days written notice to the defaulting party. If the termination notification is from the City, the notice shall be sufficiently in advance for MDT to implement a line-up without the service.
- 7.5.1 If the County fails to deliver the services and meet the objectives delineated in this Agreement, and the City terminates the Agreement for Cause, the County will allow the City to operate the full Local service, as defined herein.

- 7.6 Termination for Convenience. Notwithstanding Subsection 7.5 above, the County or the City may terminate this Agreement for convenience upon no less than one hundred twenty (120) days written notice to the other party. If the City terminates this Agreement for convenience, the City agrees to reimburse the County on a prorated basis for financial assistance it is obliged to pay for The Local service which the County will continue to operate until the next line-up can be implemented without the service.

7.6.1 If the City terminates this Agreement for convenience, the County will allow the City to operate the full Local service, as defined herein.

- 7.7 Notices. All notices and other communications required to be remitted pursuant to this Agreement to either party hereto shall be in writing and shall be delivered by verified facsimile transmission or certified mail, return receipt requested, to the parties at the address indicated as follows:

FOR MIAMI-DADE COUNTY:

Miami-Dade Transit
111 N.W. 1st Street Suite 910
Miami, FL 33128
Attention: Director, Miami-Dade Transit

FOR THE CITY OF MIAMI BEACH:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Jorge Gonzalez, City Manager

With copy to:
Fred Beckmann, Director of Public Works
1700 Convention Center Drive
Miami Beach, Florida 33139

- 7.8 Complete and Binding Agreement. This writing embodies the full and complete agreement of the parties. No other terms, conditions or modifications shall be binding upon the parties unless in writing and signed by the parties.
- 7.9 Execution. This document shall be executed in four (4) counterparts, each of which shall be deemed an original.

- 7.10 Governing Law and Exclusive Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE COUNTY AND THE CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH
a Municipal Corporation of
The State of Florida

By: _____
ROBERT PARCHER, CITY CLERK

By: _____
DAVID DERMER
MAYOR

ATTEST:

MIAMI-DADE COUNTY
a political subdivision of
The State of Florida.

By: _____
HARVEY RUVIN, CLERK

By: _____
By Its Board of County
Commissioners

By: _____
DEPUTY CLERK

By: _____
GEORGE BURGESS
COUNTY MANAGER

Approved by County Attorney as
to form and legal sufficiency _____

EXHIBITS

Exhibit “A” Special Logos, Colors, and Bus Wrapping Designs

Exhibit “B” Map of New Bi-Directional South Beach Transit Circulator Service

Exhibit “C” Schedule of New Bi-Directional South Beach Transit Circulator Service

Exhibit “D” Service Quality Standards.

Exhibit “E” Customer Service Excellence Standards.

Exhibit “F” Ambassador Training

EXHIBIT "C"

SCHEDULE

New Bi-Directional Circulator Service to South Beach

	<u>Schedule</u>	<u>Headways</u>
Weekdays/Saturdays	08:00 a.m. to 10:00 a.m.	15 minutes
	10:00 a.m. to 06:00 p.m.	10 minutes
	06:00 p.m. to 01:00 a.m.	15 minutes
Sundays/Holidays:	10:00 a.m. to 12:00 noon	15 minutes
	12:00 noon to 06:00 p.m.	10 minutes
	06:00 p.m. to 01:00 a.m.	15 minutes

EXHIBIT "D"

SERVICE QUALITY STANDARDS FOR New Bi-Directional Circulator Service to South Beach

1. Provide and maintain a full time Customer Service Representative who will ensure quality of service for "The Local" and will be the MDT contact person for the City and the Citizens' Advisory Committee to be appointed by the Miami Beach Commission.
2. Schedule and maintain under normal operating conditions headways of 10 minutes during peak hours, and 15 minutes during off peak hours, or better.
3. Maintain 100% bus availability during all service hours. With a replacement of breakdown buses within no more than 45 minutes
4. Conduct quarterly evaluation of service hours in order to meet ridership demands and efficiency of service.
5. Monitor operations and quality of services on a daily basis.
6. Maintain computer program to track and print out the following performance-related items:
 - o Ridership counts by fiscal year, month, week, day, and totals
 - o Golden Passport, STS, and Patriot Passport counts
 - o Ridership counts during special events
7. Conduct monthly performance evaluation of operations and fleet maintenance through the following measurements:
 - o Service complaints received
 - o Service complaints resolved.
 - o Safety/accident reports
 - o Road calls
 - o Work orders submitted
 - o Work orders completed.
8. Submit Quarterly Reports and July Report to the City as respectively required by Section 3.15 and 3.16 of the Interlocal Agreement.

The Service Quality Standards above mentioned, shall be made part of a Quarterly Performance Report to be submitted by Miami-Dade Transit (MDT) to the City Representative and a Commission-appointed Citizens' Advisory Committee for review and input.

EXHIBIT "E"

CUSTOMER SERVICE EXCELLENCE STANDARDS For New Bi-Directional Circulator Service to South Beach

City of Miami Beach Mission:

We are committed to providing excellent public service and safety to all who live, work, and play in our vibrant, tropical, historic community.

1. Drivers will pick this route in accordance with the CBA contract
2. Driver Training. When new drivers are hired, the County will conduct *Customer Service Excellence Training* for bus drivers and make courteous service part of driver performance evaluation. Refresher training shall be conducted in accordance with the CBA.

Drivers will be requested to

- a) Greet our transit passengers with a smile at all times.
- b) Help passengers with physical difficulties and/or disabilities to get in and out of the bus.
- c) Wait for all passengers to be properly seated prior to moving the bus.
- d) Do not skip any bus stop for reasons other than having a full bus load.
- e) Make a point of waiting a few seconds at the bus stop if you see a nearby passenger rushing and waiving to catch the bus.
- f) Respond to passenger in a courteous manner...the customer is not always right, but always deserves to be treated with dignity and respect.
- g) Provide basic information about the route service and/or connections to other MDT bus lines, on request.
- h) Provide basic information regarding specific South Beach locations and/or attractions, on request (Ambassadors Training).
- i) Provide accurate and understandable answers to passenger questions and/or requests.
- j) If the driver cannot provide an answer to a transit and/or service-related question, direct customer to the MDT-designated Customer Service Representative (phone number) who may have knowledge of the subject matter and respond to the question.
- k) Drivers will dress in attire that is professional, tasteful, appropriate and consistent with the CBA

Driver training shall also include the *Ambassador Training* provided herein as **Exhibit "F"**.

3. Customer Service Representative. The training listed under Item 2, above, will also apply to the full-time Customer Service Representative, specifically designated by MDT for this South Beach Circulator Service.
4. Customer Service Standards:

Telephone:

- Telephone will be covered during normal business hours, answering within the third ring.
- Employee will listen and take responsibility for providing an answer and/or solution to the customer question and/or complaint including lost and found inquiries.
- Request permission from the caller before transferring a call. In case the third person is unavailable, provide the caller with the name and number of the person, or ask if the caller wants to leave a message.
- Phone messages received will be responded to (if requested) in a timely manner, even if just to acknowledge receipt. An estimate of time to resolve the problem will be given if applicable.
- Voice mail messages will include employee's full name, working hours, and an optional phone number for customers to call.
- When employee is away from the office for an extended period of time, the voice mail message will communicate such absence and offer an option for the caller.
- Thank the customer for calling and ask if further assistance is needed prior to concluding the call.

Written correspondence:

- Written correspondence starts with a greeting.
- E-mail signatures will include the name, title, department, and contact number.
- Activate the e-mail Out-of-Office Assistance when away from the office for an extended period of time.
- Respond to letters within 10 business days.
- Correct spelling and grammar will be used, including accurate name and address.
- Provide complete, accurate, and precise information regarding the inquiries.
- Fax cover sheets will be legible and include name, telephone number, and the name and fax number of the receiver.

Personal Contact:

- Respond to customers in a courteous manner... the customer is not always right, but always deserves to be treated with respect
- Provide accurate and understandable solutions/options to customer requests or direct the customer to the appropriate person who may have knowledge in the subject matter.
- Average or maximum wait time without an appointment should be no longer than 30 minutes or scheduled for a mutually convenient time.

Monitoring our Standards:

- Our customer service team will oversee all customer service standards.
 - If drivers and/or Customer Service Representative fail to meet customer service standards, MDT, MBTMA, and City will implement an action plan to improve service.
 - We will listen and do all we can to resolve issues.
 - For questions and/or concerns, contact the Answer Center at 305-604-CITY.
5. In addition, County will develop with the City Representative and Citizens' Advisory Committee, performance measurements based on the above-mentioned Customer Service Excellence Standards.

EXHIBIT "F"

AMBASSADOR TRAINING PROGRAM

The following is made part of the Customer Service Excellence training program for the bus operators and other service providers of the new Bi-Directional Circulator Service to South Beach in accordance with the CBA:

1. It is essential that all trainees understand that we do not consider them bus operators - but, Ambassadors of Miami Beach to residents and visitors alike. Role playing skits are utilized to educate and illustrate the exceptional customer service that is expected.
2. Conduct site inspections of nine major attractions in South Beach:

Botanical Garden	Bass Museum
Holocaust Memorial	Wolfsonian-FIU
Chamber Visitor Centers	Art Deco Museum & Welcome Center
Art Center/South Florida	Jewish Museum

At each location, they are met by a representative who gives the Ambassadors a tour, explains the background of their venue and answers questions. The museums invite the trainees and a guest to come back at another time for longer visit, if so desired by the trainees.

Note: this training will have to be provided after the line-up pick, after working hours and in OT. Is the City willing to pay for it?

3. The site inspection is done as they drive the Bi-Directional Circulator route so the Ambassadors know exactly where each venue is located in relation to the route. There are also 15 points of interest along the route that the Ambassadors are required to remember:

Convention Center	Post Office
OPA	Public Library
City Hall/Historic City Hall	Colony Theater
Police Department	Miami Beach Marina
Lincoln Road	Boardwalk Access
South Pointe Park	New World Symphony
The Regal Cinema	South Shore Hospital
4. They are given a brief history on the founding and development of Miami Beach. Other "Helpful Hints" are also offered like: Halls C & D of the Convention Center are on Convention Center Drive, and Halls A & B on Washington Avenue.
5. This is necessary even if buses have automatic announcing systems. The Route Manager reviews this with the Ambassadors to ensure they are in compliance.

Twice a week the Transit Operation Supervisor (TOS) will ride the South Beach Transit Circulator buses to observe the Ambassadors adherence to these rules, retention of historical and geographical information, as well as friendly, polite and educated service.

**R9
New Business
And
Comm. Requests**

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH FLORIDA 33139



OFFICE OF THE CITY CLERK

COMMISSION MEMORANDUM

CITY HALL
1700 CONVENTION CENTER DRIVE
TELEPHONE: 673-7411

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: BOARD AND COMMITTEES

BACKGROUND:

Attached are the applicants that have filed with the City Clerk's Office for Board and Committee appointments.

ADMINISTRATION RECOMMENDATION:

That appointments be made as indicated.

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Barrier Free Environment Committee	13	Commissioner Luis R. Garcia, Jr.	1	Page 3
Beach Preservation Board	10	Commissioner Jose Smith	1	Page 4
Beautification Committee	8	Commissioner Richard L. Steinberg	1	Page 5
Board of Adjustment	7	City Commission	2	Page 6
Community Development Advisory Committee	14	Commissioner Jose Smith Commissioner Matti H. Bower Mayor David Dermer	2 1 1	Page 11

AGENDA ITEM
DATE

R9A

6-8-05

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Community Relations Board	17	Commissioner Luis R. Garcia, Jr.	1	Page 12
Golf Advisory Committee	12	Commissioner Luis R. Garcia, Jr.	1	Page 17
Health Advisory Committee	11	City Commission	1	Page 18
Health Facilities Authority Board	6	City Commission	1	Page 20
Hispanic Affairs Committee	7	Commissioner Luis R. Garcia, Jr.	1	Page 21
		Commissioner Matti H. Bower	1	
		Commissioner Simon Cruz	1	
Historic Preservation Board	7	City Commission	1	Page 22
Housing Authority	5	Mayor David Dermer	1	Page 23
Marine Authority	7	Commissioner Jose Smith	1	Page 25
Miami Beach Commission on Status of Women	21	Commissioner Jose Smith	1	Page 26
		Mayor David Dermer	1	
Parks and Recreational Facilities Board	10	Commissioner Jose Smith	1	Page 31
Planning Board	7	City Commission	1	Page 33

AGENDA ITEM _____
DATE _____

VACANCIES

BOARD OR COMMITTEE:	TOTAL MBRS.	APPOINTED BY:	TOTAL VAC.	PAGE
Police Citizens Relations Committee	17	Commissioner Jose Smith Commissioner Luis R. Garcia, Jr.	1 1	Page 35
Public Safety Advisory Committee	7	Commissioner Jose Smith Commissioner Matti H. Bower Commissioner Saul Gross Commissioner Simon Cruz	1 1 1 1	Page 38
Safety Committee	14	Commissioner Luis R. Garcia, Jr. Commissioner Simon Cruz Mayor David Dermer	2 1 1	Page 39
Transportation and Parking Committee	19	Mayor David Dermer	1	Page 40

Attached is breakdown by Commissioner or City Commission:


JMG:REP/lg

City Commission Committees

Committee	Position	First Name	Appointed by	Appointed
Finance & Citywide Projects Committee				
	Liaison	Patricia Walker	Mayor Dermer	11/25/03
	Alternate	Commissioner Simon Cruz	Mayor Dermer	11/25/03
	Vice-Chair	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Land Use & Development Committee				
	Liaison	Jorge Gomez	Mayor Dermer	11/25/03
	Alternate	Commissioner Jose Smith	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03
	Chairperson	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
Neighborhood/Community Affairs Committee				
	Liaison	Vivian Guzman	Mayor Dermer	11/25/03
	Alternate	Commissioner Luis R. Garcia	Mayor Dermer	11/25/03
	Member	Commissioner Richard L. Steinberg	Mayor Dermer	11/25/03
	Chairperson	Commissioner Matti Herrera Bower	Mayor Dermer	11/25/03
	Member	Commissioner Saul Gross	Mayor Dermer	11/25/03

NON-CITY COMMISSION COMMITTEES

Commissioner Matti Herrera Bower

- Miami Beach Transportation Management Association (TMA)
- Dade Cultural Alliance
- Tourist Development Council
- Performing Arts Center Trust (PACT)

Commissioner Luis R. Garcia, Jr.

- Unclassified Employees and Elected Officials Retirement System
- Greater Miami Convention and Visitors Bureau

Commissioner Jose Smith

- Metropolitan Planning Organization

Commissioner Richard L. Steinberg

- Miami-Dade County Homeless Trust Board - Appointed by Miami-Dade League of Cities
- Miami-Dade League of Cities

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C: Tim
Gomez
Parchar
Lilia

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: LUIS R. GARCIA JR.
COMMISSIONER

Garcia Jr.

DATE: May 24, 2005

RE: AGENDA ITEM

Please place on the June 8th Commission agenda an item nominating Mr. Matthew E. Krieger, Esq. to the Zoning Board of Adjustment.

Thank you.

BY _____
CITY MANAGER'S OFFICE

2005 MAY 24 PM 1:38

RECEIVED

Agenda Item R9A1
Date 6-8-05

Garcia, Luis

From: Matthew Krieger [matt@bklawgroup.com]
Sent: Thursday, May 19, 2005 3:13 PM
To: Garcia, Luis
Subject: Zoning Board Opening

Hi Luis,

It was nice seeing you today and I appreciate your support for the opening Zoning Board position. As per our conversation, I have attached my Bio. I am looking forward to being more active with the city and feel this is board is a good fit for me based on my experience.

Best wishes,

Matthew E. Krieger, Esq.
Bratter Krieger LLP
500 South Pointe Drive, Suite 230
Miami Beach, FL 33139
(p) 305.674.8472
(f) 305.695.4398
www.bklawgroup.com

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5/23/2005

Matthew E. Krieger

As founding partner of Bratter Krieger LLP and South Florida Title Group, Matthew E. Krieger combines an extensive background in law and business to lead one of South Florida's fastest growing law firms and Title Insurance companies. In addition to overseeing his firm's real estate, immigration, and entertainment law services, Mr. Krieger is an accomplished business consultant and creator of "Playground Maps", an illustrated guide used in major U.S. destinations.

He and his firm represent a number of prominent local and foreign businessmen, entertainers and corporations. He has been featured in The Washington Post, Miami Herald, Houston Chronicle, The Philadelphia Inquirer, South Florida Business Journal, and Ocean Drive Magazine. Matthew is also a frequent speaker and moderator at legal and business conferences throughout the world.

Mr. Krieger sits on the Miami Beach Chamber of Commerce's Board of Governors, is a member of the Bass Museum's Young Professionals, and is also an active member of the Florida Bar, Mount Sinai Young Presidents Club, Inter-American Bar Association, and the Entertainment and Sports Law Association.

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L.C.
J.G.
T.H.



CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM

TO: Jorge M. Gonzalez
City Manager

FROM: Simon Cruz *sc/ma*
Commissioner

DATE: May 27, 2005

RE: AGENDA ITEM

Please place on the June 8th City Commission Agenda for discussion, the consideration of appointing Seth Frolich to the Board of Adjustment.

RECEIVED
2005 MAY 27 PM 2:41
CITY MANAGERS OFFICE
BY _____

Agenda Item R9A2
Date 6-8-05

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CITY OF MIAMI BEACH
Office of the City Manager
Letter to Commission No. 098-2005



To: Mayor David Dermer and
Members of the City Commission

Date: April 19, 2005

From: Jorge M. Gonzalez
City Manager

Subject: **LETTER FROM JASON LOEB, BOARD OF ADJUSTMENT CHAIR**

Attached is a letter from Jason Loeb, Chairman of the Board of Adjustment, requesting the City Commission to make an appointment to fill the remaining vacancy on the Board. The remaining vacancy is an at-large appointment.

JMG/HJG/RL
JMG/HJG/RL

M:\SCMB\TEMP\jason loeb cover letter.doc

RECEIVED
05 APR 20 AM 8:33
CITY CLERK'S OFFICE

Agenda Item R9A3
Date 6-8-05

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



Planning Department

Telephone 305-673-7550
Facsimile 305-673-7559

Date: April 18, 2005

To: Mayor and Commissioners

From: Jason Loeb, Chair, Board of Adjustment *241 for Jason Loeb*

Re: Board of Adjustment Appointment

As Chair of the Board of Adjustment, I am writing this letter to the Mayor and Commission in order to request that the Commission fill the remaining vacancy on the Board of Adjustment as soon as possible.

The Board currently has six members; the City Code requires seven members to be appointed to the Board. I feel that it is vitally important to the future of the City of Miami Beach that the final Board vacancy be filled as soon as possible. The Board has indicated a desire to move forward with proactive efforts to address issues of concern with the zoning code, and needs a full board to begin discussions on this front.

The six current members of the Board are:

Michael Gongora (attorney)
Jason Loeb (general business)
Larry Herrup (accounting)
Roberto Datorre (real estate developer)
Herb Gopman (engineer)
Roberto Sanchez (at-large)

One more vacancy (at-large) needs to be filled.

The next Board of Adjustment meeting is scheduled for Friday, May 6th. It is very important to fill the remaining position on the Board of Adjustment, in order to ensure a full board for upcoming meetings.

If you have any questions with regard to this matter, please let me know.

R9 - New Business and Commission Requests

R9B(1)	Dr. Stanley Sutnick Citizen's Forum.	(1:30 p.m.)
R9B(2)	Dr. Stanley Sutnick Citizen's Forum.	(5:30 p.m.)

AGENDA ITEM R9B1-2
DATE 6-8-05

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission **Date:** June 8, 2005

From: Murray H. Dubbin
City Attorney *[Signature]*

Subject: Draft Ordinance - to provide that appeals from the Historic Preservation Board, the Board Of Adjustment and the Planning Board, go to the City Commission

At the May 18, 2005 City Commission meeting, Commissioner Simon Cruz placed an item on the Agenda to refer to the Planning Board an ordinance providing that appeals from the Historic Preservation Board, the Board Of Adjustment and the Planning Board, go to the City Commission before taken to a special master or circuit court.

The City Commission, after discussion, requested that a proposed ordinance be drafted and placed on the June 8, 2005 City Commission Meeting agenda for further discussion. Subsequent to the meeting, Commissioner Cruz advised this office to omit the Board of Adjustment from the ordinance.

The draft ordinance is attached.

T:\AGENDA\2005\Jun0805\Regular\R9 - Commissioner Cruz's draft ord.rev.doc

Agenda Item R9C
Date 6-8-05

ORDINANCE NO. _____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE IV, "CONDITIONAL USE PROCEDURE," SECTION 118-197, "REVIEW OF CONDITIONAL USES," AND ARTICLE X., "HISTORIC PRESERVATION," SECTION 118-537, "REHEARINGS AND APPEALS," TO AMEND THE PROCEDURES BY WHICH APPEALS ARE TAKEN FROM CERTAIN DECISIONS OF THE CITY'S PLANNING BOARD AND HISTORIC PRESERVATION BOARD, BY PROVIDING THAT APPEALS FROM SUCH BOARDS BE TAKEN FIRST TO THE CITY COMMISSION; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Land Development Regulations presently provide for appeals from decisions of the Planning Board on conditional uses, and from the Historic Preservation Board on certificates of appropriateness, to proceed from such boards directly to circuit court or a special master and then circuit court; and

WHEREAS, the Miami Beach City Commission has determined that it is in the best interest and welfare of the City to amend the procedures for appeals from these decisions of the Planning Board and the Historic Preservation Board; and

WHEREAS, the City Commission has determined that such appeals should be taken to the City Commission before proceeding to court; and

WHEREAS, the amendments set forth below are necessary to accomplish the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA.

SECTION 1. That Chapter 118, "Administration And Review Procedures," Article IV, "Conditional Use Procedure," Section 118-197, "Review Of Conditional Uses," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-197. Review of conditional use decisions.

(a) An applicant may appeal a decision of the planning and zoning director to the planning board within 15 days of the date on which the director reached a decision on the conditional use

application. The appeal shall be placed on the planning board agenda within 45 days of receipt of the appeal.

(b) In order to reverse, amend, or modify a conditional use decision of the planning and zoning director, the board shall find that the director did not do one of the following:

- (1) Provide procedural due process;
- (2) Observe essential requirements of law; or
- (3) Base his/her decision upon substantial competent evidence.

The board shall issue a written order setting forth its decision, which shall be promptly mailed to all parties to the appeal.

~~(c) — An applicant, the city manager, on behalf of the administration, the owner of property located within 375 feet of the subject property, and in the case of a historic site or property located within a historic district, Miami Design Preservation League and Dade Heritage Trust may seek review of a conditional use decision of the planning board. Review of a conditional use decision of the planning board shall be to a court of competent jurisdiction by petition for writ of certiorari.~~

(c) The applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust may seek review of any order of the planning board by the city commission, except that orders granting or denying a request for rehearing shall not be reviewed by the commission. For purposes of this section, "affected person" shall mean either (i) a person owning property within 375 feet of the applicant's project reviewed by the board, or (ii) a person that appeared before the design review board (directly or represented by counsel), and whose appearance is confirmed in the record of the planning board's public hearing(s) for such project. The review shall be based on the record of the hearing before the planning board, shall not be a de novo hearing, and no new, additional testimony shall be taken. The request shall be in writing, include all applicable fees, shall be by or on behalf of a named appellant(s), shall state the factual bases and legal argument in support of the appeal, and shall be submitted to the city clerk on or before the 20th day after the date of rendition of the board's order. However, in the event that a petition for rehearing is filed, the time for filing a request shall be on or before the 20th day after the date of rendition of the board's order on the petition. Upon receipt of the request, the city clerk shall place the request for review on the city commission agenda. The city commission shall set a date and time for a hearing. Notice of the review shall be according to section 118-193, except that there shall be no requirement for mailed notification regarding the subject review. A full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition, along with a written statement identifying those specific portions of the transcript upon which the party filing it will rely for purposes of the appeal. The verbatim transcript and written statement, or if represented by legal counsel, appropriate legal briefs, shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal.

(d) In order to reverse, or remand for amendment, modification or rehearing, any decision of the planning board, the city commission shall find that the planning board did not do one of the following:

- (1) Provide procedural due process;
- (2) Observe essential requirements of law; or
- (3) Base its decision upon substantial competent evidence.

In order to reverse, or remand a five-sevenths vote of the city commission is required. The city commission's decision shall be set forth in a written order which shall be promptly mailed to all parties to the review.

(e) Appeal from a decision of the city commission shall be to a court of competent jurisdiction by petition for writ of certiorari in accordance with the Florida Rules of Appellate Procedure.

(d) (f) Any review stays all work on the premises and all proceedings including a request for a building permit, certificate of completion or occupational license.

(Ord. No. 89-2665, § 17-4(G), eff. 10-1-89; Ord. No. 90-2722, eff. 11-21-90; Ord. No. 94-2946, eff. 10-15-94; Ord. No. 96-3047, § 2, 7-3-96)

SECTION 2. That Chapter 118, "Administration And Review Procedures," Article X., "Historic Preservation," Section 118-537, "Rehearings And Appeals," of the Land Development Regulations of the Code of the City of Miami Beach, Florida is hereby amended as follows:

Sec. 118-537. Rehearings and appeals.

* * *

(b) Appeals.

~~(1) — The applicant, the owner(s) of the subject property, the city manager, Miami Design Preservation League, Dade Heritage Trust, or an affected person may appeal the board's decision to a special master appointed by the city commission. For purposes of this section, "affected person" shall mean either a person owning property within 375 feet of the applicant's project reviewed by the board, or a person that appeared before the board (directly or represented by counsel), and whose appearance is confirmed in the record of the board's public hearing(s) for such project. The appeal shall be based on the record of the hearing before the board, shall not be a de novo hearing, and no new, additional testimony shall be taken. The appeal shall be in writing, shall be by or on behalf of a named appellant(s), and shall be submitted to the city clerk on or before the twentieth day after the date of rendition of the board's order. However, in the event that a petition for rehearing is filed pursuant to subsection (a), above, the time for filing an appeal to the special master shall be on or before the twentieth day after the date of rendition of the board's order regarding the petition. Within 30 days of receipt of the appeal, the city clerk shall submit the appeal to the special master who shall set a date and time for hearing the appeal. Notice requirements for the hearing shall be identical to the notice requirements for the original decision upon which the appeal is based, except that there shall be no requirement for mailed notification regarding the subject appeal. A full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition; said verbatim transcripts shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal. The appeal shall require a fee as provided in appendix A.~~

~~(2) — In order to reverse, amend, or modify any decision of the board, the special master shall find that the board did not do one of the following:~~

- a. ~~Provide procedural due process;~~
- b. ~~Observe essential requirements of law; or~~
- c. ~~Base its decision upon substantial competent evidence.~~

~~Within ten days of the date of the hearing the special master shall issue a written order setting forth his/her decision, which shall be promptly mailed to all parties to the appeal.~~

~~(3) Special masters appointed to hear appeals pursuant to this subsection (b) shall be attorneys who are members in good standing of the Florida Bar and have expertise in the area of historic preservation. Special masters shall serve terms of three years, provided however, that they may be removed without cause upon a majority vote of the city commission. Compensation for special masters shall be determined by the city commission.~~

~~(4) An applicant, the owner(s) of the subject property, the city manager, Miami Design Preservation League, Dade Heritage Trust or an affected person may appeal the decision to a court of competent jurisdiction by petition for writ of certiorari.~~

(1) The applicant, or the city manager on behalf of the city administration, or an affected person, Miami Design Preservation League or Dade Heritage Trust may seek review of any order of the historic preservation board by the city commission, except that orders granting or denying a request for rehearing shall not be reviewed by the commission. For purposes of this section, "affected person" shall mean either (a) a person owning property within 375 feet of the applicant's project reviewed by the board, or (b) a person that appeared before the design review board (directly or represented by counsel), and whose appearance is confirmed in the record of the historic preservation board's public hearing(s) for such project. The review shall be based on the record of the hearing before the historic preservation board, shall not be a de novo hearing, and no new, additional testimony shall be taken. The request shall be in writing, include all applicable fees, shall be by or on behalf of a named appellant(s), shall state the factual bases and legal argument in support of the appeal, and shall be submitted to the city clerk on or before the 20th day after the date of rendition of the board's order. However, in the event that a petition for rehearing is filed, the time for filing a request shall be on or before the 20th day after the date of rendition of the board's order on the petition. Upon receipt of the request, the city clerk shall place the request for review on the city commission agenda. The city commission shall set a date and time for a hearing. Notice of the review shall be according to section 118-563(3), except that there shall be no requirement for mailed notification regarding the subject review. A full verbatim transcript of all proceedings which are the subject of the appeal shall be provided by the party filing the petition, along with a written statement identifying those specific portions of the transcript upon which the party filing it will rely for purposes of the appeal. The verbatim transcript and written statement, or if represented by legal counsel, appropriate legal briefs, shall be filed no later than two weeks prior to the first scheduled public hearing to consider the appeal.

- (2) In order to reverse, or remand for amendment, modification or rehearing, any decision of the historic preservation board, the city commission shall find that the historic preservation board did not do one of the following:
- (a) Provide procedural due process;
 - (b) Observe essential requirements of law; or
 - (c) Base its decision upon substantial competent evidence.

In order to reverse, or remand a five-sevenths vote of the city commission is required. The city commission's decision shall be set forth in a written order which shall be promptly mailed to all parties to the review.

(3) Appeal from a decision of the city commission shall be to a court of competent jurisdiction by petition for writ of certiorari in accordance with the Florida Rules of Appellate Procedure.

(Ord. No. 89-2665, § 19-13, eff. 10-1-89; Ord. No. 94-2926, eff. 4-14-94; Ord. No. 96-3056, § 1, 9-25-96; Ord. No. 98-3133, § 2, 7-15-98; Ord. No. 98-3155, §§ 2, 3, 11-18-98; Ord. No. 99-3171, § 2, 2-17-99; Ord. No. 2000-3262, §§ 3, 6, 7-26-00)

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.


PASSED AND ADOPTED this _____ day of _____, 2005.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney

5-25-05
Date

T:\AGENDA\2005\Jun0805\Regular\R9 - Commissioner Cruz's draft ORDINANCE.doc

R9 - New Business and Commission Requests

R9D The Committee Of The Whole Will Meet During Lunch Break In The City Manager's Large Conference Room Regarding The Fiscal Year 2005/06 Proposed Operating Budget Request For The Office Of The Mayor And City Commission.

(Budget & Performance Improvement)

AGENDA ITEM R9D
DATE 6-8-05



CITY OF MIAMI BEACH NOTICE OF A COMMITTEE OF THE WHOLE MEETING

NOTICE IS HEREBY given that the City Commission of the City of Miami Beach, Florida, sitting as the Committee of the Whole, will hold a meeting in the City Manager's Large Conference Room, 4th Floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on Wednesday, June 8th, 2005, during the Commission meeting lunch break, regarding the Fiscal Year 2005/2006 proposed operating budget request for the Office of the Mayor and City Commission. The Administration will also provide a brief update on the FY 05/06 General Fund budget.

Inquiries may be directed to the Mayor's Office at 305-673-7030.

**Robert E. Parcher, City Clerk
City of Miami Beach**

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office no later than four days prior to the proceeding. Telephone (305) 673-7411 for assistance; if hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8770 (VOICE), for assistance (Ad 313)



RECEIVED
2005 MAY 31 PM 3:09
CITY MANAGERS OFFICE
BY _____

**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: LUIS R. GARCIA, JR. *LRG/sm*
VICE MAYOR

DATE: MAY 31, 2005

RE: COMMISSION MEETING AGENDA ITEM DISCUSSING
MEMORIAL DAY WEEKEND

Please provide at the earliest possible commission meeting a report on the Memorial Day weekend highlighting the expenses incurred by the City of Miami Beach and the potential economic impact.

I would also like to commend the entire Police Department for an outstanding job well done.

LRG/sm

*C: Tim
MAX
Zilia*

Agenda Item R9E
Date 6-8-05



**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

**TO: JORGE M. GONZALEZ
CITY MANAGER**

FROM: SIMON CRUZ 
COMMISSIONER

DATE: JUNE 2, 2005

RE: AGENDA ITEM

Please place for discussion on the June 8th City Commission Agenda, Memorial Day Weekend. How it went and what do we as a city want to do.

SC/ml

**OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH**

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney



SUBJECT: Notice of Attorney-Client Session

DATE: May 25, 2005

Pursuant to Section 286.011(8), Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation:

City of Miami Beach, et. al. v. Robbins, Joel, et. al., 11th Judicial Circuit Case
Numbers 00-33110-CA-06; 01-29238-CA-06; 02-31177-CA-06; 02-31178-CA-06; and 04-26529-CA-25

Robbins, Joel, et. al. v. City of Miami Beach, 11th Judicial Circuit Case
Numbers 03-25503-CA-04 and 04-23474-CA-10

Therefore, a private attorney-client session will be held during the lunch recess of the City Commission meeting on June 8, 2005 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above-referenced litigation. The specific time period for and the commencement of the attorney-client session shall be announced by the chair of the commission meeting at the opening of the attorney-client session. The termination of the attorney-client session shall be announced by the chair of the commission meeting at the re-opening of the commission meeting after the lunch recess.

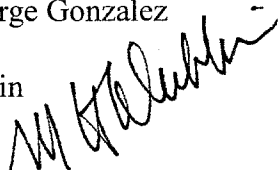
The following individuals will be in attendance: Mayor David Dermer; Members of the City Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Deputy City Attorney Don Papy, and Senior Assistant City Attorney Roberto Datorre.

Agenda Item R10A
Date 6-8-05

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**OFFICE OF THE CITY ATTORNEY
CITY OF MIAMI BEACH**

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge Gonzalez

FROM: Murray H. Dubbin
City Attorney 

SUBJECT: Notice of Attorney-Client Session

DATE: May 31, 2005

Pursuant to Section 286.011(8), Florida Statutes, the City Attorney hereby advises the Mayor and City Commission that he desires advice concerning the following pending litigation:

Club Madonna, Inc. v. City of Miami Beach U.S. District Court, Southern District of Florida, Case No. 05-21213 CIV-MOORE

Ell-Gee, Inc., Club Madonna, and Leroy Griffith v. City of Miami Beach,
11th Judicial Circuit Case No. 04-3023-CA23

Therefore, a private attorney-client session will be held during the lunch recess of the City Commission meeting on June 8, 2005 in the City Manager's large conference room, Fourth Floor, City Hall, to discuss settlement negotiations and/or strategy related to litigation expenditures with regard to the above-referenced litigation. The specific time period for and the commencement of the attorney-client session shall be announced by the chair of the commission meeting at the opening of the attorney-client session. The termination of the attorney-client session shall be announced by the chair of the commission meeting at the re-opening of the commission meeting after the lunch recess.

The following individuals will be in attendance: Mayor David Dermer; Members of the City Commission: Matti H. Bower, Simon Cruz, Luis R. Garcia Jr., Saul Gross, Jose Smith and Richard Steinberg; City Attorney Murray H. Dubbin, City Manager Jorge Gonzalez, Deputy City Attorney Don Papy, First Assistant City Attorney Gary Held and Senior Assistant City Attorney Roberto Datorre.

Agenda Item R10B
Date 6-8-05

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City of Miami Beach

F L O R I D A



MURRAY H. DUBBIN
City Attorney

Telephone: (305) 673-7470
Telecopy: (305) 673-7002

COMMISSION MEMORANDUM

DATE: June 8, 2005

TO: Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez

FROM: Murray H. Dubbin
City Attorney

A handwritten signature in dark ink, appearing to read "M. H. Dubbin", is written over the printed name and title.

SUBJECT: City Attorney's Status Report

I. LAWSUITS FILED BY OR AGAINST THE CITY OF MIAMI BEACH SINCE THE LAST REPORT

1. Jorge Castello vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-6763 CA 27

The City was served with this Complaint on April 12, 2005, wherein the Plaintiff alleges that on January 3, 2004, he was traveling on a motorcycle east bound on 1st Street when his motorcycle struck an indentation in the street and a raised manhole cover which were not visible due to allegedly inferior lighting on the roadway. The Plaintiff alleges to have sustained head injuries. The Plaintiff was not wearing a safety helmet at the time of the accident. A timely answer and affirmative defenses will be filed and discovery propounded.

2. Richard Mirayes vs. City of Miami Beach a political subdivision of the State of Florida. United States District Court, Southern District of Florida. Case No. 05-21118 CIV ALTONAGA

The City was served with this Complaint on May 29, 2005 wherein Plaintiff alleges that his First Amendment Rights

Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez
Page 2
June 8, 2005

were violated by the City's former Panhandling Ordinance.
The City has filed a Motion to Dismiss Complaint.

3. Club Madonna, Inc., a Florida corporation, d/b/a Club Madonna vs. City of Miami Beach a municipal corporation. United States District Court, Southern District of Florida. Case No. 05-21213 CIV MOORE

This case in four counts seeks declaratory and injunctive relief, including under 42 USC section 1983, against the City's ordinances adopted in 1989 and 1990 prohibiting alcohol in adult entertainment establishments that allow total nudity, and prohibiting nudity in establishments that sell alcohol. The complaint alleges that the ordinances do not further substantial governmental interests, and are not sufficiently narrowly tailored to further any substantial governmental interests.

4. Collections Recovery Group, Inc. as assignee of Chase Manhattan Bank vs. Sonja Calzadilla and City of Miami Beach, Florida. County Court Miami Dade County, Case No. 04-17316-CC05

This is a garnishment case for wages of City of Miami Beach employee, Sonja Calzadilla. A Default Final Judgment and Continuing Writ of Garnishment were issued against Sonja Calzadilla for monies owed to Chase Manhattan Bank. On May 17, 2005, the City of Miami Beach answered the Continuing Writ of Garnishment, as requested by the Court, indicating the sum to be garnished from the Defendant's wages on a bi-weekly basis, until the debt is paid in full, plus pre-judgment interest, attorney's fees and interest at the rate of 7% from the date of Judgment. The City will keep a fee of \$2.00 for each deduction for administrative costs.

5. David Fleschner vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-2360 CA 26

The City was served with this County Court Summons/Notice to Appear on May 15, 2005 wherein the Plaintiff alleges that on May 11, 2004 a City employee negligently operated a motor vehicle causing it to collide with that of the Plaintiff's.

Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez
Page 3
June 8, 2005

The Plaintiff is suing for property damage only at this time.
The City has moved to have this matter heard in Miami Beach
District County Court.

6. Peter Burke vs. City of Miami Beach. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-10361 CA 6

The City was served with this complaint on May 23, 2005 wherein the Plaintiff alleges that on July 29, 2002 Miami Beach Police Officers arrested Plaintiff in his home without warrant or probable cause. The Plaintiff further alleges assault and battery as well as false arrest. A motion to dismiss/abate will be timely filed as the City received no notice as required by statute for this lawsuit.

7. Miami Beach Hotel Investors, LLC a Florida Limited Liability Corporation vs. Hotelerama Associates, LTD., a Florida limited partnership, and Turnberry Construction, Inc. a Florida corporation and City of Miami Beach, a Municipal Corporation, and Hamid Dolikhani in his capacity as its Building Official. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-10708 CA 01

This is declaratory judgment action seeking a court interpretation regarding the issuance of a building permit for the Fontainebleau III project. The City and its Building Official were just served and will be preparing a motion to dismiss for failure to exhaust administrative remedies.

8. Juan Cortes vs. The Market Company, a Florida Corporation, the City of Miami Beach, a municipal Corporation, and Claire Tomlin, individually. Eleventh Judicial Circuit, General Jurisdiction, Case No. 05-16735 CA 02

This case, a petition for temporary injunction, was just served on the City. It involves a dispute as to the running of the Espanola Way Market. Plaintiff has yet to serve or send the City with the complaint but has indicated that a meeting would be appropriate to discuss the dispute, which revolves around the obstruction of view of a retail merchant allegedly resulting from the placement of vendors for the Market.

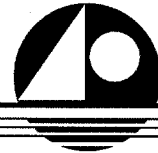
Mayor David Dermer
Members of the City Commission
City Manager Jorge M. Gonzalez
Page 4
June 8, 2005

9. Steve Simpson vs. David Briggs Enterprises Inc. d/b/a Fat Tuesday, a foreign corporation City of Miami Beach, a Florida Municipality, Alan Chin, an individual, Stanley Wojick, an individual, Danny Weste, an individual, David Adir, an ndividual, and Charles Richie, an individual. Eleventh Judicial Circuit, General Jurisdiction, Case No. 04-25143 CA 15

The City was served with this complaint on May 31, 2005 wherein the Plaintiff alleges that on November 25, 2000 the City and its Police Officers were guilty of Constitutional violations pursuant to Section 1983 against the Plaintiff by assaulting, battering, pepper spraying and arresting the Plaintiff as well as allegations of negligence on the part of the City. A motion to dismiss with prejudice will be timely filed as the statute of limitations has passed.

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

**Subject: STATUS REPORT ON THE REHABILITATION OF THE EXISTING
BUILDING AND CONSTRUCTION OF THE NEW FIRE STATION NO. 2.**

The improvements to Fire Station No. 2 include full historic renovation of the existing building, and construction of a new facility that will include three apparatus bays and living quarters for the fire crews, as well as an Emergency Operations Center.

The 25th Street water storage tanks and pumping station project was added to the Jasco Construction Company (Jasco) Construction Manager at Risk Contract. STA Architectural Group (STA) is the architect/engineer (A/E) for the Fire Station components and Camp Dresser & McKee (CDM) is the A/E for the water tanks/pump station components.

Construction on the Water Tanks and Pumping Station Project began on June 9, 2003. Jasco substantially completed the tanks and pump station on June 16, 2004. The tanks are now in use, and the pumps are working as designed. CDM issued a "punch-list" of work items required prior to final completion, and Jasco has recently completed carrying out the items on this list. The contractor is currently closing out all permits for this phase of the project, and gathering all required submittals and documents required for final completion.

On November 25, 2003, Jasco presented to the City their Guaranteed Maximum Price (GMP) for the Fire Station portion of the project, which includes the construction of a new fire station, including an Emergency Operations Center (EOC), renovation of the existing building for use as administrative offices, and needed modifications to the site drainage. On December 10, 2003, the Mayor and City Commission approved the GMP in the amount of \$8,096,580, awarded a contract to Jasco, and appropriated the funding necessary to complete the Project.

CIP Office staff has coordinated the design of a temporary parking lot that will be used by Fire Department staff, as well as employees of the contractor during construction. Plans for the temporary parking layout were approved and permitted January 2005. Construction of the lot began in February and work was completed in March 2005.

The first Notice to Proceed for construction of the new Fire Station was issued on November 22, 2004. The second Notice to Proceed was issued on January 20, 2005 setting a contractual substantial completion date of February 14, 2006, and allowing construction activities to commence. Final completion shall be accomplished within 60 calendar days from the date certified as the date of substantial completion of Phase 1

Agenda Item B
Date 6-8-05

(April 17, 2006), which includes the time frame for fire station personnel to move in. The groundbreaking ceremony took place on February 2, 2005 during the Commission meeting break.

Demolition of the new building area both above and below ground is 100% complete. Foundation piling has also been completed. The IT department has removed the transmission tower which is adjacent to proposed new building. The shell contractor has mobilized and is setting the forms for the pile caps; once this is completed they will begin work on the grade beams. The electrical and plumbing contractors are to mobilize within the next two weeks to begin rough utility installations under the future building slab.

Construction and move in of fire personnel to the new Fire Station is expected to require 15 months. Following this, renovation of the historic Fire Station building, and its conversion into administrative offices, will require an estimated 13 months to be substantially complete.

JMG/RCM/TJEC/KLM/MB/HKM

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

Subject: STATUS REPORT ON THE CONSTRUCTION OF FIRE STATION NO. 4

On August 4, 2004, the CIP Office issued a Notice-to-Proceed to Carivon (JOC Program Contractor) to initiate the seawall construction. Carivon submitted a schedule that showed mobilization by the end of the month, but due to extreme weather conditions (hurricane watches for hurricanes Charlie, Frances, and Ivan), the mobilization to the site was completed on September 23, 2004. The sidewalk along the seawall was removed, all piles were replaced, and concrete was placed at the deadmen (concrete stabilization structures). The wooden docks have been installed and are being secured. All debris identified in the DERM permit was removed, including three sunken boats. The seawall cap has been poured, the rip rap installed, and Carivon is grading the surrounding ground. This scope has been completed, with the submittal of all documentation, including an as-built survey, scheduled for early June 2005.

A First Notice to Proceed for the new Fire Station building was issued on October 1, 2004. The Second Notice to Proceed was issued on November 15, 2004. This Notice allowed Carivon to start with the site and foundation work activities. The pile survey and the installation of the augercast piles have been completed. Concrete has been poured at the grade beams and stem walls. The soil was compacted, the rough installation for the electrical, water and drainage systems were installed in preparation of the grade slab. Carivon has also completed the reinforcing steel mat for the concrete floor slab and has started to pour 400 cubic yards of concrete as of May 25, 2005. The retaining wall along the west side of the property is under construction. In addition, civil work, including the water, irrigation and fire line connections, is almost completed. The rough installation of the sanitary sewer and drainage systems is complete, including the grease trap and grease separator boxes, the drainage well box and roof drains.

On March 28, 2005, Carivon submitted a partial recovery plan and corresponding schedule in an attempt to regain lost time, approximately 40 days, for review by the City and its consultants, and is already working extended hours and on Saturdays. The updated schedule for the month of April was submitted; however, there was no appreciable gain on the time lost in the previous month. As a result Carivon has been asked to reevaluate the recovery plan and identify areas where time shall be recovered. The submittal is scheduled for early June 2005.

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 8, 2005

From: Jorge M. Gonzalez
City Manager

**Subject: INFORMATIONAL REPORT TO THE MAYOR AND CITY COMMISSION,
ON FEDERAL, STATE, MIAMI-DADE COUNTY, U.S. COMMUNITIES, AND
ALL EXISTING CITY CONTRACTS FOR RENEWAL OR EXTENSIONS IN
THE NEXT 180 DAYS.**

The City Commission adopted Resolution No. 2000-24141, which provided that all existing city contracts for renewal or extensions, which by their terms or pursuant to change orders exceed \$10,000, and all extensions or renewals of such contracts, shall be presented as an informational report to the Mayor and City Commission, at least 180 days prior to the contract extension or renewal date. Subsequent thereto, the City Commission adopted Resolution No. 2001-24332, changing the reporting requirement from \$10,000 to \$25,000.

The administration in addition to reporting on all existing City contracts, will now report information relative to Miami-Dade County, State of Florida, U.S. Communities and Federal GSA contracts that are approved for utilization by the City Manager. Pursuant to information contained in Miami-Dade County, State of Florida, U.S. Communities and Federal General Services Administration (GSA) bid list, the following are contracts that will expire within the next 180 days:

	DESCRIPTION	VENDOR	EXPIRATION DATE	RENEWAL TERMS
1.	Lease/Purchase of Holiday Decoration	Rentokil, Inc.	11/23/2005	None
2.	Inspection and Maintenance Services for Pump Control	Delta Control Engineer, Inc.	11/25/2005	(3) one year options to renew
3.	Automotive Truck Parts & Accessories	PAPCO Auto Parts South, Inc.	11/30/2005	(2) one year options to renew

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4.	Automotive Truck Parts & Accessories	W.W. Grainger, Inc.	11/30/2005	(2) one year options to renew
5.	Automotive Truck Parts & Accessories	Tropical International, Inc.	11/30/2005	(2) one year options to renew
6.	Automotive Truck Parts & Accessories	NAPA Auto Part, Inc.	11/30/2005	(2) one year options to renew
7.	Automotive Truck Parts & Accessories	Power Brake Exchange, Inc.	11/30/2005	(2) one year options to renew
8.	Automotive Truck Parts & Accessories	Elios Auto Electric, Inc.	11/30/2005	(2) one year options to renew

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